



### Swyftx Merch Giveaway – Rules of Entry

1. These are the terms and conditions and rules of entry (**Rules**) of the Swyftx Merch Giveaway which opens at 12:00 pm AEST on Monday 22<sup>nd</sup> July 2024, with entries closing at 9:00 am AEST on Wednesday, 24<sup>th</sup> July 2024 (**Promotion**).
2. The Promotion is free to enter and is operated by Swyftx Pty Ltd, ABN 72 623 556 730 of Milton QLD 4064 (Swyftx). Any cost associated with entering the Promotion is dependent on the Internet service provider used and is your responsibility.
3. To enter this Promotion, you must:
  - a. be over the age of 18;
  - b. be a resident of Australia;
  - c. be a verified customer of Swyftx;
  - d. fill out the form and submit your answer, in 25 words or less to “**Where will you rep your Swyftx merch?**” on our Swyftx Landing Page (<https://swyftx.com/swyftx-merch-giveaway/>) before entries close;

**(‘Eligible Entrant’).**

4. Participation in this Promotion is deemed acceptance of these Rules.
5. The judge, being an employee of Swyftx, will determine the winners on **Wednesday 24th July 2024**. The promotion is a game of chance, with winners being randomly chosen. The winners will be chosen by a random number generator by random.org will correspond to the chosen eligible entrants.
6. There is a total of 20 prizes to be awarded to 20 winners selected from the total pool of Eligible Entrants;
  - a. Each winner will receive the following:
    - i. 1 Swyftx Merch pack including the winning items from the corresponding polls on Swyftx Facebook, X (formerly Twitter), and Instagram.
    - ii. 1 x Hat , 1 x Apparel item, 1 x Bag (Item and corresponding value to be determined on the 20<sup>th</sup> July, 2024), 3 x Swyftx stickers

**(“Prize”).**

7. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
8. An applicant will automatically be entered into the promotion when they have completed the Learn and Earn course and achieved 80% or more in accordance with section 3(d). Applicants will be provided with one entry into the competition, any further courses or quizzes completed in accordance with section 3(d) will not generate an additional entry.

9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
11. If claimed within the specified timeframe in section 12 (b), announcements of the winner will take place on Monday 29<sup>th</sup> July 2024, including publication of the winner's first name and first initial of last name on the Swyftx [AU Competition Terms & Conditions](#) page. You acknowledge and consent that the winning entry may also be published by Swyftx.
12. The winner:
  - a. will be contacted by a representative of Swyftx by email;
  - b. will have 5 business days to respond to the email confirming their acceptance of the Prize, otherwise, the next runner-up will be contacted within 1 business day of this 2 business day period and will be able to claim the Prize;
  - c. will be required to provide their preferred postal address to send items to;
  - d. consents to Swyftx using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by Swyftx.
13. Prizes are subject to the standard terms and conditions of individual prize and service providers.
14. If the Prize (or any part of the Prize) is unavailable, Swyftx, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
16. Prizes and individual items are subject to availability and may differ from those advertised. Products will be ordered once the corresponding polls on Swyftx Facebook, X (formerly Twitter), and Instagram are completed. While Swyftx will make every effort to post prizes to winners as quickly as possible, delivery times may vary depending on third-party providers.
17. Swyftx complies with all consumer protection and privacy laws, including the Australian Consumer Law and the Privacy Act.
18. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or X.
19. The information collected during this promotion will be dealt with in accordance with Swyftx's Privacy Policy and Terms of Use.
20. Entry is not open to any directors, employees, contractors of Swyftx or their immediate families. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-

grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

21. These Terms and Conditions may be adjusted if required by regulatory or government authority without notice.
22. Swyftx reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the promotion or claiming a prize, Swyftx will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved Swyftx's decision will be final.
 

Any legal proceedings concerning the operations of the promotion will be subject to the exclusive jurisdiction of the courts of Queensland and governed by the laws of Queensland. Prior to commencing any dispute, entrants are obliged to make best efforts to settle the dispute amicably with Swyftx. Failing this, the parties must first submit to mediation before any formal legal proceedings.
23. If for any reason any aspect of this promotion is not capable of running as planned, including (but not limited to) by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Swyftx, Swyftx may in its sole discretion cancel, terminate, modify or suspend the promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulations.
24. Swyftx reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by Swyftx to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered.
25. Swyftx and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. Any Eligible Entrant or winner participating in any activity for the purposes of the Promotion or in respect of any Prize agrees to fully release and indemnify to the maximum extent permissible by law, Swyftx and its respective contractors, employees, directors and officers in respect of any claim for accident, injury, property damage, financial loss or loss of life in connection with the Eligible Entrant or winner's participation in the Promotion or Prize.
27. In respect of any Prize comprising travel or any other activity, the winner expressly acknowledges that undertaking such travel or activity is at the winner's own risk and sole discretion and that the winner will make their own assessment of the risks and of their own suitability to participate in or to undertake such activity or travel.
28. Each Eligible Entrant and winner may at the discretion of Swyftx be required to execute a Deed of Indemnity & Release prior to their participation in the Promotion or Prize in a form determined by Swyftx. The Promoter may deem an Eligible Entrant ineligible to participate in a Promotion or ineligible to win a Prize if they fail to provide such release or indemnity on request.
29. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.

