



### Swyftx x ACC Yacht Party Competition – Rules of Entry

1. These are the terms and conditions and rules of entry (**Rules**) of the Swyftx x ACC Yacht Party Competition which opens at 5:00 pm AEDT on Sunday 24<sup>th</sup> November 2024, with entries closing at 9:00 am AEDT on Monday, 25<sup>th</sup> November 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. fill out the form on our competition landing page (<https://swyftx.com/au/swyftx-acc-yacht-party/>) including your full name, email and phone number;

#### **(‘Eligible Entrant’).**

4. Participation in this Promotion is deemed acceptance of these Rules.
5. The Promotion is a game of chance, with winners being randomly selected from a list of Eligible Entrants. The draw will take place between 9-10am AEST on Tuesday, 26<sup>th</sup> November 2024.
6. There is a total of 1 prize to be awarded to 1 winner selected from the total pool of Eligible Entrants:
  - a. The winner will receive:
    - i. AU\$1,000 worth of a crypto of their choice
      1. as valued at the time of credit, as decided by Swyftx in its sole discretion; and
      2. as available on Swyftx at the time of credit.

#### **(“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 can only submit one entry. Subsequent entries by the same applicant under the same name on the same platform, will be void and disregarded.
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 2<sup>nd</sup> December 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 2 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 the email address they used to create their Swyftx account. If they do not have a Swyftx account, they must create and successfully verify their Swyftx account in order to receive the Prize; and
  - 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. If a winner fails to respond with the specified timeframe in clause 12(b), the unclaimed Prize will be allocated to a 'second chance draw' from the remaining Eligible Entrant pool. The second chance draw winner will be randomly selected from the remaining Eligible Entrant pool. The claim periods in clause 12 and all other terms and conditions in these Rules apply to the second chance draw winners. For the avoidance of doubt, an existing winner cannot win the second chance draw.
14. Prizes are subject to the standard terms and conditions of individual prize and service providers.
15. 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.
16. 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.
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.
23. 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.
24. 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.
25. 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.
26. 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).
27. 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.
28. 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.
29. 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.

30. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.