



Swyftx 'Hit the Next All Time High' Game – Rules of Entry

1. These are the terms and conditions and rules of entry ('**Rules**') of the Swyftx 'Hit the Next All Time High' Game which opens at 9:00am AEST on Saturday 23rd November 2024, with entries closing at 4:30pm AEST on Sunday 24th November 2024 in accordance with these Rules ('**Promotion**').
2. The Promotion is free to enter and is operated by Swyftx Pty Ltd, ABN 72 623 556 730 of PO Box 1204, Milton QLD 4064 ('**Swyftx**').
3. To enter this Promotion, you must:
 - a. be over the age of 18;
 - b. be a resident of Australia;
 - c. participate in the Swyftx 'Hit the Next All Time High' Game at the Australian Crypto Convention (held at the International Convention Centre Sydney (ICC Sydney) on 23rd and 24th of November 2024);
 - d. ensure a representative, being an employee of Swyftx, supervises the entry;
 - e. perform two attempts at the Game, of which the highest of the 2 scores will be their final entry (used to decide the winner – see section 8); and
 - f. be a verified customer of Swyftx (to redeem nominated cryptocurrency, if won).

('Eligible Entrant').

4. Participation in this Promotion is deemed acceptance of these Rules.
5. This Promotion is a game of skill, with winners determined at the end of each day of those who participated on the Swyftx 'Hit the Next All Time High' Game on **Saturday the 23rd** (at approximately 5:00pm) and **Sunday the 24th of November 2024** (at approximately 4:30pm).
6. The Promotion is taking place inside the Australian Crypto Convention and as such is not open to members of the public, unless they have a valid ticket of entry or are an invited guest to the Australian Crypto Convention.
7. There are a total of 6 prizes (with a total prize pool of \$3,500) to be awarded to 6 winners over the 2 days of the Crypto Convention.
8. Each day, winners will receive one of the following prizes based on the three highest final score of all eligible entrants as at the end of the day:
 - a. 1st Prize: \$1,000 AUD of any cryptocurrency of their choosing listed on Swyftx, valued at the time of credit, as decided by Swyftx in its sole discretion; and
 - b. 2nd Prize: \$500 AUD of any cryptocurrency of their choosing listed on Swyftx, valued at the time of credit, as decided by Swyftx in its sole discretion; and

- c. 3rd Prize: \$250 AUD of any cryptocurrency of their choosing listed on Swyftx, valued at the time of credit, as decided by Swyftx in its sole discretion.

(“Prize”).

- 9. An applicant can play the Swyftx ‘Hit the Next All Time High’ Game once per day during the Australian Crypto Convention. Subsequent plays on the same day by the same applicant, who completes the Game, will be void and disregarded.
- 10. The judge, being an employee of Swyftx, is required to supervise the entry and will review the applicant’s entrance to the promotion and distribute prizes at the end of each relevant day or in the following week (as outlined in section 15).
- 11. The winners of the competition are the entrants who have successfully played the Game and achieved one of the top three total scores on the day of play. The judge reserves the right to void any applicant’s entry if the applicant has been deemed by the judge, in their sole discretion, to be cheating or acting in a deceitful way.
- 12. The judge’s decision is final and is not subject to review.
- 13. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 14. Due to the nature of the promotion, announcements of the winners will not take place. However, Swyftx reserves the right to publish the winners first name and first initial of their last name on the Swyftx [AU Competition Terms & Conditions](#) page. You acknowledge and consent that the winning entry may also be published by Swyftx.
- 15. The winners:
 - a. will be required to provide the email address associated with their verified Swyftx account (or create and verify an account under that email address) to redeem nominated cryptocurrency portion of the prize;
 - b. will be contacted by a representative of Swyftx by mobile and email; and
 - c. will have 2 business days to respond to the email confirming their acceptance of the Prize, otherwise, the Prize will be forfeited.
- 16. All entrants (including the winners):
 - a. consent 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.
- 17. Prizes are subject to the standard terms and conditions of individual prize and service providers.
- 18. Prizes will be sent to winners by 29th November 2024 or such other date notified by Swyftx. If a winner has not verified their Swyftx account, their Prize will be sent to them on the next business once they have completed verification and notified the Swyftx team.

19. At Swyftx discretion this promotion may be extended, if all Prizes have not been won or claimed. 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.
20. 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.
21. Swyftx complies with all consumer protection and privacy laws, including the Australian Consumer Law and the Privacy Act.
22. This promotion is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram or X.
23. The information collected during this promotion will be dealt with in accordance with Swyftx's [Privacy Policy](#) and [Terms of Use](#).
24. 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 1st cousin.
25. These Terms and Conditions may be adjusted if required by regulatory or government authority without notice.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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).
31. 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.

32. 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.
33. 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.
34. Failure by Swyftx to enforce any of its rights at any stage does not constitute a waiver of these rights.