iPhone Duo Trade to Win Giveaway Terms of Entry

This Schedule, together with the Promotion Terms and Conditions enclosed, constitutes the **Terms of Entry** for this Promotion. Participation or entry in this Promotion is deemed acceptance of the Terms of Entry.

Schedule

Definition	Description
Promotion Name	iPhone Duo Trade to Win Giveaway
Promoter	Swyftx Pty Ltd (ABN 72 623 556 730) of c/o PricewaterhouseCoopers, Group 2, Level 23, 489 Queen Street, Brisbane City, QLD, 4000, Australia (**Promoter** or **Swyftx**)
Related Parties	N/A
Promotion Period	The Promotion opens at 12:00PM AEST on Monday 19 October 2026 and closes at 10:00AM AEST on Monday 2 November 2026. All times in these Terms of Entry are Australian Eastern Standard Time (AEST, Brisbane time). For entrants in New Zealand, the Promotion opens at 3:00PM NZDT on Monday 19 October 2026 and closes at 1:00PM NZDT on Monday 2 November 2026. The Promoter may amend the Promotional Period in accordance with state legislative rules.
Eligible States/Territories & Countries	Australia (all States and Territories except the Australian Capital Territory) and New Zealand. Residents of the Australian Capital Territory are not eligible to enter.
Entry Conditions	Entry requires a Qualifying Trade on the Swyftx platform (see Entry Method). A Qualifying Trade incurs the standard Swyftx fees for that trade. No additional fee or charge is payable to enter. Any costs associated with accessing the Swyftx platform, including internet charges, are the entrant's responsibility. Entrants must: (a) be over the age of 18; (b) be a legal resident of Australia or New Zealand (must have resided in Australia or New Zealand for at least 6 months); (c) have a permanent address located in an Eligible State/Territory or Country; (d) hold a Swyftx account in their own name that has been verified by the Promoter (including identity verification) before the close of the Promotion Period; (e) not hold the account as a company, trust, self-managed super fund (SMSF) or other entity account; and (f) not be an Ineligible Entrant as defined in the Terms and Conditions.
Entry Method	To enter the Promotion, entrants must, during the Promotion Period: (a) Create, or have a verified Swyftx account; (b) Opt-in to the Promotion via the Content Card in the Swyftx app during the

	Promotion; and (c) Complete the trade action for the Promotion by making a buy, sell or swap action on the Swyftx SPOT platform to the value of $10.00 AUD or $10.00 NZD during the Promotion Period. The total value of the trade(s) can be reached through one or multiple transactions on the Swyftx SPOT platform. (d) Submit all required information to the Promoter agreeing to these Terms of Entry and the Swyftx Privacy Policy
Maximum Entries	One (1) entry per person, regardless of the number of Qualifying Trades completed. Opting in more than once, or holding more than one Swyftx account, does not provide additional entries.
Number of Winners	One (1).
Draw Criteria	This is a game of chance. The winner is determined by random draw. All valid entries received during the Promotion Period will be entered into a single random draw. One (1) entry will be drawn as the provisional winner. An entry is valid only where, during the Promotion Period, the entrant has: 1. Created, or had a verified Swyftx account; 2. opted-in to the Promotion via the Content Card in the Swyftx app during the Promotion; and 3. Completed the trade action for the Promotion by making a buy, sell or swap action on the Swyftx SPOT platform to the value of $10.00 AUD or $10.00 NZD during the Promotion Period. The total value of the trade(s) can be reached through one or multiple transactions on the Swyftx SPOT platform. 4. Submitted all required information to the Promoter agreeing to these Terms of Entry and the Swyftx Privacy Policy The draw will be conducted electronically by the Promoter by applying a randomisation tool to the list of valid entries. The Promoter's determination of entry validity and of the winner is final. The Promoter reserves the right to conduct an Alternate Winner Selection in the event of a provisional winner being unable to satisfy these Terms of Entry.
Draw Date	12:00PM AEST on Monday 2 November 2026 (3:00PM NZDT)
Draw Location	c/o PricewaterhouseCoopers, Group 2, Level 23, 489 Queen Street, Brisbane City, QLD, 4000, Australia
Winner Notification Date	By 5:00PM AEST (8:00PM NZDT) on Monday 2 November 2026.
Winner Notification	The winner will be notified by 5:00PM AEST (8:00PM NZDT) on Monday 2 November 2026 by email to the email address registered to their Swyftx account and by a phone call to the phone number registered to their Swyftx account. The Promoter will not contact the winner by direct message on social media. The winner must reply to the notification email to confirm acceptance of the Prize and provide the details requested by the Promoter. The Promoter will take all reasonable measures to notify the entrant who is deemed the provisional winner subject to these Terms of Entry.
Prize & Prize Details	The Prize is:

	a) One (1) Apple iPhone Duo, 256GB, in Night Sky. a. The Prize includes the device and the items supplied by Apple in the retail box, and is supplied with the manufacturer's standard warranty, subject to Apple's terms. b. The model, storage and colour are as stated above. The Promoter is not responsible for any change Apple makes to the product specifications. c. The Prize does not include a phone plan, SIM card, accessories not supplied in the retail box, insurance, or any other cost not expressly stated above. Prize(s) may be subject to the terms and conditions imposed by any Prize provider. Prize(s) are not transferable or exchangeable for cash.
Total Prize Value	Total Prize Value is $3,499.00 AUD (incl. GST), based on the recommended retail price of the iPhone Duo (256GB) on the Apple Australia website as at 12/10/2026.
Prize Claim Date	The winner must confirm acceptance of the Prize by 5:00PM AEST (8:00PM NZDT) on Thursday 5 November 2026.
Claim Instructions	The winner must reply to the Promoter's notification email and confirm acceptance of the Prize by 5:00PM AEST (8:00PM NZDT) on Thursday 5 November 2026, providing their full name, date of birth, email address, contact number and a residential delivery address in Australia or New Zealand (not a PO Box). A winner who does not confirm acceptance by that time forfeits the Prize. Winners may be required to provide proof of identity, proof of residency and proof of entry validity.
Prize Delivery	The Prize will be delivered to the winner via the following method(s): a) **Delivery:** the Prize will be delivered by courier to the residential address provided by the winner at the time of claim. The Promoter will deliver the Prize as soon as reasonably practicable after the winner confirms acceptance, subject to the Promoter receiving the device from Apple or its authorised reseller, and will keep the winner informed of the expected delivery date. The winner may be required to sign for the delivery. **Queries:** any queries regarding Prize delivery may be directed to community@swyftx.com.au.
Alternate Winner Selection	If the Prize is not claimed by 5:00PM AEST (8:00PM NZDT) on Thursday 5 November 2026, the Promoter will conduct an Alternate Winner Selection using the same method specified in the Draw Criteria (excluding any previous entrant who did not claim the Prize). The alternate winner will be notified by 5:00PM AEST (8:00PM NZDT) on Friday 6 November 2026 and must confirm acceptance by 5:00PM AEST (8:00PM NZDT) on Tuesday 10 November 2026. If the Prize remains unclaimed at that time, the Promoter is not obliged to award it.
Alternate Winner Selection Date	12:00PM AEST (3:00PM NZDT) on Friday 6 November 2026 (if required)
Special Conditions	This Promotion is in no way sponsored, endorsed, administered by, or associated with Apple Inc. or its related entities. Apple and iPhone are trademarks of Apple Inc.,

	registered in the U.S. and other countries and regions. This Promotion is also not sponsored, endorsed, administered by, or associated with Instagram, Facebook, TikTok, X or Meta Platforms, Inc., and each entrant fully releases those platforms from any liability in connection with this Promotion. Only trades of spot crypto assets on the Swyftx platform are Qualifying Trades. Trades in contracts for difference (CFDs) or any other derivative product offered by the Promoter or its related bodies corporate, deposits, withdrawals, transfers and staking are not Qualifying Trades, and CFD accounts are not eligible to enter. Trades that are cancelled, reversed or not executed before the close of the Promotion Period will not count. The Promoter may disqualify any entry it reasonably considers to have been made in breach of these Terms of Entry or the Swyftx Terms of Use. Nothing in this Promotion is financial product advice or a recommendation to buy, sell or hold any crypto asset. Crypto assets are high risk, and entrants should consider whether trading is appropriate for their circumstances. The Promoter will never send a link to enter this Promotion by direct message on social media, and will never ask entrants for their account login details. Any message claiming to be from Swyftx that does so should be reported to community@swyftx.com.au. This Promotion is a game of chance. Entry requires a Qualifying Trade, and no additional fee or charge is payable to enter. For entrants in New Zealand, this Promotion is a sales promotion scheme for the purposes of the Gambling Act 2003 (NZ).
Publication	In addition to any applicable publications outlined in the Winner Notification section above, the winner will have their details (first initial, last name, state or region) published on the Swyftx AU Terms & Conditions page at: https://swyftx.com/au/terms-conditions/ and the Swyftx NZ Terms & Conditions page at: [NZ URL TBC]. Winners will also be published as required by relevant state and territory authorities. You acknowledge and consent that the winning entry (including any content, name, and state or region) may also be published by Swyftx on social media subject to these Terms of Entry.
Publicity & Content License	By entering, all entrants grant the Promoter a licence to use their entry content for promotional purposes and the winner agrees to participate in reasonable publicity, as detailed in clauses 6 and 7 of the Promotion Terms and Conditions.
Verification Requirements	The provisional winner will only be confirmed as the winner (and eligible to claim the Prize) once the Promoter, to its own satisfaction and its sole discretion verifies the entrant's eligibility, compliance with these Terms of Entry and any additional identity verification requirements.
Privacy Policy	Information collected through this competition is subject to these Terms of Entry and the Swyftx Privacy Policy located at: https://swyftx.com/privacy-policy/.
Contact	community@swyftx.com.au

Promotion Terms and Conditions

1 Acceptance

1.1 These Promotion Terms and Conditions (together with the Schedule above) govern the Promotion, incorporating the Swyftx Terms of Use located at: https://swyftx.com/terms-of-use/ and Swyftx Privacy Policy located at: https://swyftx.com/privacy-policy/. By participating in the Promotion, entrants confirm they have read, understood, and accept all referenced terms in full.

1.2 In the event of inconsistency, the order of precedence shall be:

(a) the Schedule;

(b) these Promotion Terms and Conditions;

(c) the Swyftx Terms of Use; and

(d) the Swyftx Privacy Policy.

1.3 The Promoter may alter, modify, or amend the Terms of Entry as appropriate or as required by a regulatory or government authority without notice. The Promoter will provide notice of any material changes to entrants where practicable. The Promoter will not award any Prize if the Promotion is terminated for whatever reason.

1.4 All decisions and actions of the Promoter relating to the Promotion or redemption of the Prize are exercised at the Promoter's absolute discretion and are final. No discussions or correspondence with entrants will be entered into.

2 Eligibility & Verification

2.1 Entrants must meet the criteria stated in the Schedule. Entrants can only enter the Promotion in their own name. Entrants warrant that all information provided is true, current and complete.

2.2 Entry is not open to any directors, employees, or contractors of the Promoter, any Related Parties, or any other agencies, businesses or persons associated with this Promotion; 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 (**Ineligible Entrant**).

2.3 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with the Terms of Entry.

2.4 If requested by the Promoter, entrants must produce appropriate identification (e.g., government-issued photo ID) or other documents in order to claim the Prize within the time specified. This includes, but is not limited to:

(a) government-issued photo identification;

(b) proof of Australian or New Zealand residency;

(c) completion of statutory declarations if required; and/or

(d) Know Your Customer (**KYC**) requirements for cryptocurrency prizes.

2.5 If the requested documents are not provided within the time required, or the Promoter deems the verification unsatisfactory, the entrant's entry is invalid. A Prize will only be awarded after verification requirements are met to the Promoter's satisfaction.

3 Conditions of Entry

3.1 Entry into the Promotion is free. However, entrants must bear their own costs of participating in the Promotion.

3.2 Entries must be received during the Promotion Period subject to any additional Conditions of Entry outlined in the Schedule. No responsibility is accepted for late, lost, or misdirected entries. Entries will be deemed to have been received at the time of receipt into the Promotion database and not at the time of transmission by the entrant.

3.3 The Promoter does not guarantee continuous availability of the online entry mechanism and will not be liable for any system errors or technical failures.

3.4 Any entry that is made on behalf of an entrant by a third party will be invalid.

3.5 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 will render all entries submitted by that individual invalid.

3.6 An entrant's entry must not be late, incomplete, incomprehensible, unlawful, obscene, defamatory, threatening, pornographic, hateful or otherwise offensive.

4 Winner Notification

4.1 The winner must claim the Prize within **three (3) business days** of the Winner Notification, unless stated otherwise in the Schedule. Failure to do so may result in forfeiture.

4.2 If a winner cannot be contacted, is found ineligible, or fails to claim the Prize by the Prize Claim Date, the Promoter may select an alternate winner subject to any conditions outlined in these Terms of Entry or by applicable legislation.

5 Prize Conditions

5.1 All details of the Prize are set out in the Schedule. If any component of the Prize becomes unavailable for reasons outside the Promoter's control, the Promoter reserves the right to substitute a comparable alternative at its sole discretion, subject to any regulatory conditions.

5.2 All Prize items are valued based on approximated retail value inclusive of GST, and the Promoter takes no responsibility for any variation in Prize values. Winners will not be compensated for any difference between stated retail value and actual value.

5.3 Any expenses not explicitly stated (e.g., travel, accommodation, and meals beyond any gift card's coverage, if applicable) remain the sole responsibility of the winner. This includes but is not limited to insurance, taxes, transfers, spending money, meals, and all other ancillary costs.

5.4 Where the Prize consists of any type of cryptocurrency:

(a) the winner may be required to complete additional KYC measures in order to withdraw any Prize from their account or transfer the prize to another digital wallet;

(b) ACT residents will receive the AUD equivalent of the cryptocurrency transferred to their nominated bank account;

(c) cryptocurrency will be transferred at the prevailing exchange rate on the Swyftx platform at the time of transfer, not at the time of winning or draw;

(d) the Promoter is not responsible for any fluctuations in cryptocurrency value following the transfer of the cryptocurrency to the winner's Swyftx account;

(e) the winner should seek their own tax advice as to the financial or taxation consequences of receiving the

cryptocurrency; and

(f) the Promoter is not a financial advisor and is not providing any financial advice regarding any cryptocurrency. The winner is solely responsible for the security of their Swyftx account.

5.5 The Promoter's obligation regarding Prize provision is complete once the relevant prize component (or confirmation thereof) is dispatched, electronically transmitted, or confirmed to the winner using the details provided by the winner. The Promoter is not responsible for delivery failures or prize forfeiture due to incorrect winner details, or for issues arising after any Prize delivery fulfilment is complete.

5.6 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. The winner acknowledges that the Prize includes tickets to an event that is due to take place on a fixed date. Accordingly, the Promoter has determined a reasonable claim date for the Prize as specified in the Schedule. If the winner fails to claim the Prize by the Prize Claim Date, the winner will forfeit the Prize.

5.7 If the Prize includes tickets to an event, the winner (and guest) must comply with all venue conditions of entry. The Promoter is not liable for refusal of entry or event changes beyond its control.

5.8 Each entrant and winner may at the discretion of the Promoter, be required to execute a Deed of Indemnity & Release prior to their participation in the Promotion or acceptance of the Prize in a form determined by the Promoter. The Promoter may deem an entrant ineligible to participate in a Promotion or ineligible to win a Prize if they fail to provide such release or indemnity on request.

5.9 The Promoter is not responsible for any legal or financial implications arising as a result of the winner's acceptance of the Prize. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner and financial advice should be sought.

5.10 Prizes may not, without the prior written consent of the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes.

5.11 All prizes must be taken as offered and are non-transferable, non-refundable, and non-exchangeable for cash or any other item, except as required by law. The Promoter makes no representation as to the suitability, quality, or warranty of any prize component provided by a third party.

6 Entry Content and Intellectual Property

6.1 If entry to the Promotion requires the entrant to submit content, entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with the Terms of Entry.

6.2 Entry content must be the entrant's original work. The Promoter reserves the right to verify originality.

6.3 Entry content must not include any content that:

(a) infringes any third party intellectual property rights;

(b) contains any image, video, or depiction of any other person without their express consent;

(c) contravenes any law or is obscene, offensive, defamatory, discriminatory or objectionable;

(d) includes copyrighted material unless the entrant has permission from the copyright owner.

6.4 By submitting an entry, the entrant warrants that:

(a) the entry content is their own original work;

(b) the entry content is not, and its use by the Promoter (or Related Parties) will not be, in breach of any third party intellectual property rights;

(c) they have the full power and capacity to grant the rights set out in Terms of Entry;

(d) they will fully indemnify the Promoter against any loss or damage arising from any breach of these warranties.

6.5 By submitting an entry, the entrant licenses the Promoter to use the entry content in any manner the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry), by way of all media, in perpetuity, without payment to the entrant.

7 Publicity & Promotion

7.1 By entering the Promotion, the winner (and their guest, if applicable) agrees that:

(a) if requested by the Promoter, they will provide comments about the Promotion and/or a photograph or audio-visual clip of themselves, and participate in all reasonable promotional and publicity activity in connection with the Promotion;

(b) the Promoter may use their name, image, location, comments, photographs, entry content or clips ("**Materials**") for publicity and promotional purposes in any form of media, without reference or compensation to the winner, their guest, or any other person;

(c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;

(d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the Related Parties) to do the same; and

(e) the winner and their guest unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

8 Privacy

8.1 The entrant acknowledges and agrees that their personal information will be collected for the purpose of administering the Promotion and arranging for the Prize to be awarded to the winner and otherwise in accordance with Swyftx's Privacy Policy.

8.2 The Promoter may use entrants' personal information for marketing purposes including by electronic messaging (SMS, MMS, IM and email). By entering this Promotion, entrants consent to the Promoter using their personal information to:

(a) administer the Promotion;

(b) publicise the Promotion including publishing winners' details;

(c) improve goods and services;

(d) contact entrants with direct marketing materials, special offers, and information about other programs, products, services, events or activities.

8.3 The Promoter may share entrants' personal information with trusted third parties who may contact the entrant with special offers where the entrant has provided consent at the time of entry.

8.4 If there is a Promotion Related Party, may use the personal information of an entrant for marketing purposes if the entrant has given their consent to be contacted by the Promotion Related Party.

8.5 The Promoter may disclose entrants' personal information to its related bodies corporate, contractors and agencies connected with this Promotion, any prize provider and relevant authorities for the purposes of administering the Promotion.

8.6 Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and to be contacted by the Promoter in relation to this Promotion.

8.7 Entrants can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address. A copy of the Promoter's Privacy Policy is available at https://swyftx.com/privacy-policy/.

9 Limitation of Liability

9.1 The Promoter 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, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in the Terms of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

9.2 Any 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, the Promoter and its 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 winner's participation in the Promotion or Prize.

9.3 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.

9.4 The Promoter and its associated agencies and companies are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or any technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in this Promotion.

9.5 The Promoter makes no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

9.6 Entrants acknowledge that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s). By entering this Promotion and accepting the Prize, entrants accept that risk.

10 Third-Party Terms

10.1 Where any component of the Prize is provided or fulfilled by a third party (including but not limited to service providers, accommodation providers, travel agencies, event organisers, merchandisers, or eGift card issuers), the winner acknowledges that the Prize is subject to that third party's own terms and conditions (**Third-Party Terms**). By accepting the Prize, the winner and (any accompanying guest if applicable) agree to familiarise themselves with, and be bound by, those Third-Party Terms.

10.2 The Promoter is not responsible or liable for any acts or omissions of such third parties, nor for any loss, damage, or injury (including personal injury) arising out of or in connection with any third party's provision or failure to

provide any goods, services, or benefits forming part of the Promotion or the Prize.

10.3 The winner must comply with all directions, requirements, and policies of the relevant third-party providers. This may include (but is not limited to) terms of entry, conduct while at an event or venue, usage policies and any health, safety, or security requirements. If a third party reasonably refuses the winner or guest access to services or benefits due to non-compliance or inappropriate conduct, the Promoter will not be obliged to substitute or compensate.

10.4 Where the Prize includes any gift card or voucher, its use is solely governed by the terms and conditions set by the provider, which are available on the provider's website. The Promoter is not responsible for the provider's terms, the availability of participating retailers, or how the winner ultimately chooses to redeem the voucher value. The Promoter's liability regarding the voucher is limited solely to the provision of a valid voucher code to the winner.

10.5 If a third party withdraws, changes, cancels, or postpones any aspect of the Promotion or Prize outside the Promoter's control, the Promoter bears no responsibility for the resulting unavailability or change in value of that component. In such cases, the Promoter may, at its sole discretion and subject to regulatory approval where required, provide a substitute prize component of equal or similar value.

10.6 Unless expressly stated otherwise, this Promotion is not sponsored, endorsed, administered by, or associated with any third-party providers. Any references to third-party trademarks or services are for identification purposes only, and all rights in those marks remain with their respective owners.

11 Promoter's Decisions & Entrant Conduct

11.1 The Promoter's decisions in relation to the Promotion (including eligibility, compliance, and awarding of Prizes) are final and binding.

11.2 The Promoter reserves the right to disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who the Promoter considers to have:

(a) appeared, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or

(b) submitted an entry that is not in accordance with the Terms of Entry; or

(c) engaged in any unlawful or other improper misconduct that jeopardises the fair and proper conduct of the Promotion,

11.3 The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

11.4 In the event that there is a dispute concerning the conduct of the Promotion or claiming a Prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.

11.5 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 the Promoter, the Promoter 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.

11.6 The Promoter reserves the right to exclude any entrant in its absolute discretion, including should it deem an entrant to be unsuitable for participation in the Promotion.

12 General

12.1 Entrants acknowledge that there may be inherent risks in some aspects of the Prize and that taking the Prize may

involve participating in dangerous activities. By entering this Promotion and accepting the Prize, entrants accept that risk.

12.2 If the Promoter becomes aware after an entrant has won the Prize that the entrant has not complied with the Terms of Entry, that entrant will have no entitlement to the Prize and will be required to return, refund or otherwise make restitution of the Prize.

12.3 The Promoter will retain records relating to the Promotion as required by applicable laws and regulations.

12.4 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.

12.5 If any provision of the Terms of Entry is held to be invalid or unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.

12.6 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12.7 These Terms of Entry, together with any documents referenced, constitute the entire agreement between the entrant and the Promoter regarding the Promotion and supersede all prior communications.