



## SWIFT Registration Contest

### **Official Rules and Regulations**

SWIFT Association, represented by Impact Events at 2033 46 Ave SW Calgary, Alberta Canada (hereafter "SWIFT") is organizing a free contest named the SWIFT REGISTRATION CONTEST (the "Contest") on its website [www.swiftconference.org](http://www.swiftconference.org)

Participation in the Contest implies that participants accept the provisions of these regulations. Any participant who do not accept the provisions of these regulations or who act in a fraudulent or unfair manner (to be determined at the sole discretion of SWIFT) may be excluded from the Contest at any time.

### **Contest Period**

The Contest begins at 12:01 AM MST on June 1, 2017 and ends 11:59 PM MST on June 30, 2017 (the "Contest Period"). Any registrations after the closing time and date will not be considered.

### **Conditions of Participation**

Participation to the Contest is subject to registering as a paid delegate for SWIFT Conference 2017.

The Contest is open to participants (hereinafter referred to as "Participants") who must be the age of majority in his or her state, country, or province of residence and are legal residents of Canada, and the fifty (50) United States, including the District of Columbia. The Contest is not open to anyone who does not meet the conditions referred to above or to directors, executives, employees, representatives, or agents of SWIFT, or to anyone involved in the implementation and promotion of the prize draw and / or the Contest including any members of their families (of any age) and any household members, and SWIFT reserves the right to request that all Participants provide proof of the entry conditions. Anyone failing to fulfill the entry conditions or refusing to provide proof will be excluded from the Contest and may not claim the prize in the event that she/he wins it.

In order to participate, the Participants must have access to the internet and have a valid email address.

### **How to Participate**

Eligible participants must enter the Contest by registering as a paid delegate to SWIFT 2017 in the month of June 2017.

A Participant's name is entered automatically during the Contest Period, on the condition that the Participant is eligible and complies with the Official Rules and Regulations, unless:

1. they cancel their registration, or
2. they are no longer eligible for the Contest or fail to comply with the Official Rules and Regulations.

Information about identity, address, quality or other information mentioned in the form is binding for the Participants. Any false entry will lead to disqualification. Moreover, any entry form, which does not comply with the regulations, can be invalidated by SWIFT at its sole discretion.

Each Participant (same email address and/or same household address) is allowed to register as a paid delegate only one time during the Contest Period. Participants may not use any other device or artifice to register multiple times or as multiple registrants during the Contest Period. In the case of multiple registrations by the same person or through the use of a device or artifice, such person will be considered ineligible and will be disqualified from the contest.

For purposes of these Official Rules, "receipt" of a delegate registration occurs when SWIFT's servers record the entry information upon clicking the "Submit" or "Accept" button, and full payment is made. Any automated computer receipt (such as one confirming delivery of email)

does not constitute proof of actual receipt by SWIFT's of an opt-in for purposes of these Official Rules.

In the event of a dispute about the identity of an online entrant, each entry will be declared made by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. The potential winner may be required to provide SWIFT or its contest administrators with proof that he/she is the authorized account holder of the email address associated with the winning entry.

SWIFT reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Contest; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

### **Privacy**

By entering the Contest, Participants are agreeing to the collection, use and disclosure of their personal information for the purposes of administering the Contest and, if they have provided their consent, to receive SWIFT marketing emails. Participants may unsubscribe at any time. SWIFT will never sell, trade, rent, or loan this personal information to any other organizations. SWIFT will protect the entrant's Personal Information.

Any Participant has the right to access, rectify and remove data concerning them. In order to do so, Participant may contact: SWIFT – c/o Impact Events 2033 46 Ave SW Calgary, AB T2T 2S9

### **Prize**

There is one (1) prize available, to be drawn and given away July 6, 2017. The prize consists of a Canadian \$100 Visa™ Gift Card. The Winner is solely responsible for the reporting and payment of any applicable taxes, customs fees or freight charges on the Prize or any portion of the Prize. Winner may waive their right to receive all or a portion of the Prize. The Prize is non-transferable, non-exchangeable, and non-refundable, has no cash value and must be accepted by the Winner as awarded. If, due to circumstances beyond its control, SWIFT is not able to provide the stated prize, it reserves the right to replace it with another prize.

### **Winner Selection**

The Winner(s) shall be selected as follows:

One (1) potential winner will be selected by random draw at 12 pm MST July 6, 2017. The draw will be made by a member of the SWIFT Association. The chances of being selected depend upon the number of eligible participants. The selected participant will be notified by email within five (5) business days of the draw.

Each Participant shall be eligible to win only one (1) prize. Participants do not have to be present at the draw in order to qualify to win. The Winner acknowledge the right of SWIFT, and their respective agents' to publish or broadcast the winners' pictures, names and statements without charge or further compensation other than the prize offered.

**CANADIAN RESIDENTS ONLY:** If an eligible Canadian entrant is selected as a potential winner, he/she will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered by telephone at a pre-arranged, mutually convenient time before being declared a winner. If a selected Canadian potential winner cannot be reached by telephone within a reasonable time period or fails to correctly answer the skill-testing question, as determined at the sole discretion of SWIFT, he/she may be disqualified, and SWIFT will select another potential winner from the pool of eligible entries for that drawing.

### **Redeeming the Prize**

The Winner will then be contacted by email by a member of the SWIFT team. Upon notification, the Winner(s) must respond to the email or to the contact number provided in the notification

within ten (10) business days. If the Winner doesn't respond in accordance with the Contest Rules and don't give all the compulsory information as detailed hereafter, his/her prize will be forfeited.

To be declared a winner, a selected participant may be required to sign a declaration and release to: (a) confirm compliance with the official rules and regulations; (b) release SWIFT from all liability; (c) accept the prize as awarded; and (d) consent to the use of the Winner's name, city of residence, likeness and/or image, and statement for publicity purposes in all medium and without further compensation to the Winner.

### **Assumption of Risks and Release of Liability**

By entering, all participants agree to abide by the official rules and regulations and decisions of the contest organizers, which are final.

SWIFT reserves the right in its sole discretion to cancel or suspend the contest for any reason or should causes beyond the control of SWIFT corrupt the administration, security, fairness, integrity or proper conduct of the Contest.

SWIFT shall accept no responsibility whatsoever if, in the case of force majeure or events beyond its control or out of justified necessity, it is obliged to cancel, curtail, defer, postpone or amend the conditions of the said prize draw and / or contest, its responsibility will not be invoked in such circumstances. In all events it reserves the right to prolong the length of the Contest. In particular, SWIFT assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction to or unauthorized alteration of the entries. SWIFT is not responsible for (i) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software; (ii) the failure of any e-mail or entry to be received by SWIFT on account of technical problems or traffic congestion on the Internet or at any web site; or (iii) any combination thereof, or if the information provided by Participants should be destroyed for any reason beyond its control.

By entering the Contest, entrants release SWIFT and their respective affiliates, sponsors, advertising and promotion agencies and the immediate family and household members of the above, and each of their respective affiliated companies, directors, officers, employees, representatives and agents, where permitted by law, from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

It is specified that SWIFT cannot be held responsible for any direct or indirect damage from any interruption or malfunction whatsoever, suspension or the end of the contest, for any reason whatsoever or from any direct or indirect damage which may occur, in any way whatsoever, from logging on to the website. Each Participant takes responsibility for taking all appropriate measures to protect their own data and / or software stored on their computer equipment against any external violation or attack. Accessing the Website and participation in the contest is entirely the responsibility of the individual Participant.

SWIFT reserves the right to take legal action against any fraudulent person or anyone attempting to commit fraud. It shall not incur responsibility of any kind with regard to players in the event of any fraud being committed.

SWIFT may cancel all or part of the contest if it appears that fraud has taken place in any form whatsoever, particularly computerized, in the context of participating in the contest or determining the winners. In such an event, it reserves the right not to award prizes to fraudsters and / or to take legal action against any fraudsters before the competent jurisdictions.

- For participants who access to the contest online, SWIFT declines all responsibility, which the Participant accepts, for any development fault, operating fault, and incompatibility with other IT

programs installed on the hard drive of the Participant's computer, or loss or corruption of data belonging to the Entrant.

- **Conditions for Refund of Entry Fees**

No expenses related to participation in the Contest shall be refunded. Broadband Internet subscriptions cover general use of such services and, consequently, participation in the Contest / prize draw does not incur any further expenses.

**Availability of the Regulations**

The regulations can be obtained in full and free of charge from SWIFT c/o Impact Events 2033 46 Ave SW Calgary, AB T2T 2S9. The regulations can also be viewed on [www.swiftconference.org](http://www.swiftconference.org)

**Complaints, Disputes and Interpretation**

The Contest and these regulations have been drawn up and interpreted pursuant to the Canadian laws in force. If one or more provisions of these regulations are declared void or inapplicable, the other clauses shall retain their force and scope.

The contest is subject to all applicable Canadian federal and Alberta provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable Canadian federal and Alberta provincial and municipal laws or the policy of any other entity having jurisdiction over SWIFT.

Participant agrees that:

- i. any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action;
- ii. Any objection pertaining to the Contest or these regulations must be submitted in writing, within ninety (90) days from the Contest closing date, to the following address: SWIFT c/o Impact Events 2033 46 Ave SW Calgary, Alberta T2T 2S9.
- iii. In the event of any dispute, claims and causes of action arising out of or connected with the contest, or any prize awarded, the opposing parties shall attempt to reach an amicable settlement. If the parties do not succeed in reaching an amicable settlement, the disagreement shall fall under the exclusive jurisdiction of the competent court where the defendant is resident.
- iv. any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and
- v. under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and SWIFT in connection with the Contest, shall be governed by, and construed in accordance with the Canadian federal and Alberta provincial and municipal laws without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of Canada.

For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

The parties have expressly requested that this agreement and any related document be prepared in the English language.