

Terms and Conditions: Thermoskin Community Sports Fund 2016

1. Information on how to enter the Thermoskin Community Sports Fund (Promotion) form part of the terms and conditions of entry. To the extent of any inconsistency between these Terms and Conditions will prevail. By participating in this Promotion you accept these Terms and Conditions. Entries not made in accordance with these Terms and Conditions will be disqualified.
2. The 'promoter' is United Pacific Industries Pty Ltd (ABN 65 050 278 361) of 10 Eastspur Court, Kilsyth, VIC 3137 (telephone (03) 9761 7599). Thermoskin® is a trademark of UPI.
3. The promotion is open to residents of Australia 16 years and older (Eligible Entrants). Employees or directors of the Promoter and the Promoter's agencies associated with this Promotion and their immediate families are ineligible to enter.
4. The promotion begins at 9.01am (Melbourne time) on Tuesday 1st March 2016 and will be conducted in accordance with the following timeline:
 - a) **Submission Period:** To enter, teams or individuals must self nominate between 9.01am (Melbourne time) on Tuesday, 1st March 2016 and 11:59pm (Melbourne time) Sunday 1st May 2016 into 1 of the three listed categories, Under 50's Team, Over 50's Team or Individual.
 - b) **Fan Voting:** Registered Teams & Individuals will be voted upon by the public commencing 9.00am Wednesday 4th May 2016 (Melbourne Time) and concluding 25th May 2016 11:59pm, with the top three polling teams or individuals to automatically be added to the short list.
 - c) **Judging Panel:** During the period from approximately 26th May 2016 – 5th June 2016 a shortlist of submissions will be selected and judged by a 4 person judging panel. The judging panel will assess shortlisted teams based upon quality of application (appropriateness & expression), why the funds are needed, value to community/personal value and number of website votes received by the public. Consideration will also be given to the value of the monetary fund amount requested. Recipients will be selected until the overall available \$10,000 (or as close as possible to) has been taken up.
 - d) **Recipient Notification:** The Thermoskin Community Sports Fund recipients will be notified on 6th June 2016, by Straight Up PR via phone and email. There will be a minimum of 1 winner per category.
5. **Eligibility:** Any team or individual who is under a current sponsorship or endorsement agreement or understanding, or any other agreement or understanding that would prohibit such team or individual from participating fully in the Contest or the Prize, as determined by Sponsor in its sole discretion, will not be eligible to participate in the Contest.

A team will be considered any group of 2 or more people participating regularly (at least once a week) in an organised local competition. If during the promotional period the team or individual is not currently active due to the promotion falling outside the sports season, and if evidence of the next season registration can be provided, the team or individual will still be considered eligible.

Must be 16 years or over at time of submission. In the event that the winner(s) is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian.

6. **How to Enter:** During the submission period, you may access the contest site by:
- a) Visiting the official Thermoskin website page <http://www.thermoskin.com/communitysportsfund> and follow instructions to the nomination forms.
 - b) If teams or individuals are un-able to enter their submission via the website page, a downloadable pdf form is also available at www.thermoskin.com/communitysportsfund and the promoter will add the submission to the website page to enable voting.

Once the Contest entry page is accessed, you must follow the instructions to complete all required information fields in the online registration form. Once the online registration form has been completed, you must then submit the following:

- (i) Upload a minimum of one photograph of your sporting team or yourself in action (.jpeg, .png or .gif).
- (ii) 150 word (max.) description of your sporting club for teams, including number of regular participants, number of members, location, year of conception and community contributions that are made by the club. Individuals describe your sport, include location & when you started.
- (iii) A 150 word (max.) summary of the value your team brings to the local community/personal value for individuals.
- (iv) A 200 word (max.) summary of your reason for application (e.g. new equipment, new club uniforms, upgrade for training facilities, etc.). Please ensure that your application addresses the value of funds required, and a breakdown of how this money would be spent. You will be required to provide tax invoices to Thermoskin before funds can be allocated.

By entering the Contest, you agree that Sponsor may post your Submission online for any purpose associated with the Contest, including but not limited to public voting purposes.

Each team or individual will only be permitted to submit one entry. In the event of multiple submissions from the one team, only the first one submitted will qualify. Entries will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

7. **Fan Voting:** During the Fan Voting Period, visitors to the Contest Site will have the opportunity to vote for their favourite team or individual submissions among the eligible entries which are posted. The number of votes will be visible to voters and votes are non-binding on the judging. Each fan can only place one vote per team or individual submission.

In order to place your vote, you must submit full name & email address details in the entry form pop up window. This will also place you in the draw to win a \$200 EFTPOS Gift Card.

\$200 EFTPOS Card Competition Draw: Upon voting for your favourite team, your details (full name and email address) will be collected through the Thermoskin website and stored by the Promoter to go in the draw to win a \$200 EFTPOS Gift Card. The winner will be announced and contacted by email on Wednesday 8th June. The promoter reserves the right to redraw if the prize is not claimed by 30th September 2016.

8. The Promoter is not responsible for any late, lost or misdirected entries.

The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that;

- a. fails to establish his or her entitlement to enter this Promotion to the satisfaction of the Promoter
- b. is not in accordance with these Terms and Conditions; or
- c. tampers with the entry process or benefits from such tampering

Errors and omissions may be accepted at the Promoter's discretion.

9. The Thermoskin Community Sports Fund recipients, as determined by the judges, are final. No further correspondence shall be entered into. Recipients will be notified by email and postal mail within 14 days. Recipient names, team names and team photographs may also be promoted through Thermoskin's social media channels. Recipients of the Thermoskin Community Sports Fund funding will be published on the Thermoskin Facebook Page week commencing 6th June 2016.
10. The total prize pool is \$10,000, with funds to be distributed to an unspecified number of sporting clubs/teams & individuals. The maximum amount of money that teams or individuals can apply for is \$1,500 (Inc GST). Winners will also receive Plantar FXT Calf Socks from Thermoskin's new footcare range 'Walk-On'. Maximum of 10 pairs of socks per team.
11. Thermoskin Community Sports Fund recipients will be required to complete the purchase of goods as specified in their initial nomination/application form and provide tax invoices (as proof of purchase) to Thermoskin. Once Thermoskin receives the tax invoices and approves it complies with the application form, funds will be reimbursed to the team. Sports Fund money is not transferrable to another person or team and is not redeemable for other goods and services and cannot be redeemed as cash. Any portion of the unused funds will be forfeited and no compensation will be paid in lieu of that element of the prize.
12. The Promoter and their related bodies corporate, offices, employees, contractors and agents and all other suppliers of prizes, will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) which is suffered or sustained in connection with this promotion, the promotion of this promotion or the use of any prize, except for any liability which cannot be excluded by law.
13. The promoter reserves the right to redraw in the event of a nominated team being unable to satisfy these terms and conditions. If a team does not claim their funds by 31st July 2016, their funds will be forfeited and the funds may be reallocated to another nominated team.
14. If for any reason the Thermoskin Community Sports Fund is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering,

unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to qualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion.

15. The fund recipients must, on request by the Promoter, be able to provide evidence that, to the reasonable satisfaction of the Promoter, demonstrates that the recipient is an Eligible Entrant and has complied with these Terms and Conditions.
16. Entry details remain the property of the Promoter. The name, email address and photograph of the winners may be used for promotional purposes by the Promoter, unless a winner otherwise notifies the Promoter at the time of accepting their prize. Eligible Entrants consent to the Promoter using personal information, including email address attached to the application, for facilitating the conduct of the promotion and for future Thermoskin promotional information.
17. Eligible Entrants and fund recipients may be contacted during or after the campaign for PR purposes. Editorial stories may be generated with entrant information and they may be asked for comment, interview or photo opportunities.