**Competition terms and conditions**

1. **The Promoter** – The promoter is Aviva Health Insurance Ireland Limited a company registered in Ireland under No.376607 with its registered office at One Park Place, Hatch Street, Dublin 2 (the “Promoter”). Aviva Health Insurance Ireland Limited is regulated by the Central Bank of Ireland.

2. **Eligibility Criteria** – This competition (“Competition”) is open to secondary schools with 1st, 2nd, 3rd and 4th year students in ROI only. Entrants will be offered the opportunity to enter the Competition by entering their details on [www.avivahealth.ie/fitnesschallenge](http://www.avivahealth.ie/fitnesschallenge) by midnight Friday 30th January January 2015. A teacher at the school must register to enter the Competition on behalf of the secondary school. Registered teachers must complete a bleep fitness test with 1st, 2nd, 3rd and 4th year students and submit the results electronically by midnight Friday 30th January 2015, the test must then be repeated with the same group and results submitted electronically by Monday 23rd March 2015 Participating schools undertake a 6-week fitness training programme that will be completed by Sunday 15th March 2015. Registered teachers repeat the bleep fitness test between 9th and 23rd March 2015. Repeat fitness test results must be submitted electronically on [www.avivahealth.ie/fitnesschallenge](http://www.avivahealth.ie/fitnesschallenge) by midnight on Monday 23rd March 2015. In the interest of accuracy, the same individuals should be tested in both the first and last fitness test.

The winning and runner up schools will be contacted by phone week commencing 13th 2015at the latest.

A teacher can submit numerous classes provided they are 1st, 2nd, 3rd and 4th year classes in secondary schools in ROI only and meet these terms and conditions. Only one teacher can register on behalf of their school.

3. **Closing Date** – The closing date to register for the Competition is 12 midnight on Friday 30th January 2015 (“Closing Date”). Entries can only be accepted electronically; handwritten entries will not be accepted. The Promoter accepts no responsibility for any entry which is not received by it before the closing date for any reason. Proof of submitting an entry is not proof that the entry has been received by the Promoter. Only fully completed entries which are submitted in accordance with these terms and conditions and are deemed to be accurate will be eligible for the Competition.

4. **Terms of Participation** – Entrants are deemed to have accepted these terms and conditions by participating in the Competition. Entrants agree that the information provided is a true reflection of the fitness results of the class and have not been enhanced or altered in any way to interfere with the results.

5. **The Prizes**– There are nine different prizes categories:

* *Ireland’s Fittest Girl’s School* */ Ireland’s Fittest Boy’s School / Ireland’s Fittest Mixed School* will each win sports equipment of their choice for their school to the value of **€500** from Elverys Sports
* *Ireland’s Fittest School Overall* will win an additional €500 worth of sports equipment of their choice for their school (total value of **€1000)** in total from Elverys Sports
* *Ireland’s Most Improved Girl’s School / Ireland’s Most Improved Boys School / Ireland’s Most Improved Mixed School* will each win sports equipment of their choice for their school to the value of **€500** from Elverys Sports
* *Ireland’s Most Improved School Overall* will win an additional €500 worth of sports equipment of their choice for their school (total value of **€1000)** from Elverys Sports
* *Teacher Prize – every teacher who completes the Challenge shall be entered into a draw to win an Elverys Sports voucher to the value of €500. The Challenge is deemed completed where a teacher has registered his/her class for participation, followed a 6 week fitness training programme with the class and uploaded the bleep test results for phase 1 and phase 2. Each completion equates to one entry into the Teacher prize draw. Where a teacher has more than one class who complete the phases of the Challenge, that teacher will be entered into the prize draw as many times as the Challenge is completed (eg 3 classes complete equals 3 draw entries)*

Prizes can only be redeemed at Elverys Sports. Prizes can be redeemed against any goods including gift vouchers available from Elverys Sports. Prizes must be redeemed in full by 30th June 2015. In addition to these prizes, the Overall Fittest School and the Overall Most Improved School will each win a Perpetual Cup in recognition of their achievement. The Perpetual Cup is retained by the winning school for display purposes for 12 months and returned to the Promoter. There will also be trophies for the runner up schools. The Promoter shall have no liability to any entrants, prize-winners or any third party in the event that Elverys Sports becomes unable or unwilling to provide the Prize.

The Prize is non-transferrable and cash will not be offered as an alternative to the Prize. The Promoter reserves the right to offer alternative prizes of equal or greater value should the advertised Prize become unavailable for any reason or where circumstances dictate. The Promoter

reserves the right to alter the dates on which the prize-winners may avail of the Prize should the advertised dates become unavailable for any reason including unforeseen circumstances outside the Promoter’s reasonable control. The prize-winner will be bound by the terms imposed by any third parties providing goods and/or services as part of the Prizes. In the unlikely event of a tie, the prizes will be split equally between the joint winners.

6. **Selection of Prize Winners** – The prize-winners will be selected based on completion of the competition and the results as adjudicated by independent judges from those eligible entries received by the Closing Dates. The judge’s decision is final and no correspondence will be entered into with any entrant. The prize-winners will be notified by telephone week commencing 13th April 2015 or prior to that date. The prizes will be organised with Elverys Sports. The Promoter shall not accept any liability should the Prizes be lost, stolen or damaged.

7. **Miscellaneous** – The Promoter shall not be responsible for any matter arising out of or resulting from the enjoyment of the Prizes. The Promoter cannot accept responsibility for the acts or omissions of third parties. The Promoter shall not be liable to any entrant or prize-winner for any loss or damage howsoever caused, whether direct, indirect or consequential (whether in contract, tort or statutory duty or otherwise) arising out of or in connection with the Competition and/or any Prize other than death or personal injury caused by negligence of the Promoter and/or the Promoter’s respective personnel and/or deceit or fraud by the Promoter and/or the Promoter’s respective personnel.

The Promoter reserves the right to withdraw, cancel, suspend or amend the Competition or the terms and conditions of the Competition, with no liability to any entrants, prize-winners or any third party.

The prize-winner is deemed to have consented to the publication of their name and schools details by participating in the Competition where the promoter so wishes.

The following terms which are used in the terms and conditions have the following meaning: the term “we” or “us” means the Promoter; “you” “your” or “entrant” means a person who participates in the Competition under the terms and conditions of the Competition; “entry form” is the form produced by the Promoter in connection with the Competition; and “prize-winners” means a person or school who wins a prize under the terms and conditions of the Competition.

By accepting these terms and conditions you agree to participate in media and promotion of the competition. You also declare that you have sought the relevant permissions to participate in the Competition and accept full responsibility for your schools participation in the Competition.

No liability whatsoever is accepted by the Promoter or its selected partners, its servants or agents for any errors or omissions in the information or data or for any loss or damage occasioned to any person acting or refraining from acting as a result of participating in the Competition.

8. **Governing Law & Jurisdiction** – The Competition and these terms and conditions are governed by Irish Law. Any dispute arising out of or in connection with this Competition shall be dealt with exclusively by the Courts of Ireland.

9. **Data Protection** – The Promoter respects your privacy rights. The Promoter will make use of and process the personal data (which includes your name and contact details) you provide in connection with the Competition (Schools Fitness Challenge) to the extent and for the time necessary to administer the Competition. Your personal data will also be shared with our selected partners including DCU, The Wellness Economic Alliance Initiative and Elverys Sports for the purposes of the administration of the competition. Please see the Privacy Statement at www.avivahealth.ie for further information.