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POWER UPs Incentive Program – Terms & Conditions

1. Program Overview

The POWER UPs Incentive Program recognises eligible PowerShield partners that meet the qualification requirements set out in these Terms and Conditions.

A ticket entitles one approved individual from the qualifying partner business to attend the POWER UPs 2027 partner trip, subject to these Terms and Conditions.

A ticket:

- Has no cash value.
- Is non-refundable.
- Cannot be exchanged for cash, credit, products, or another benefit.
- May only be transferred or substituted with PowerShield's prior written approval.

2. Program Period

The qualification period begins on **1 July 2026** and ends at **11:59 pm AWST on 30 June 2027**.

Only Eligible Revenue recorded in the relevant sell-through report, and Approved Deal Registrations recorded during the qualification period, will count towards qualification.

Winners will be announced by **6 July 2027**, subject to verification.

All results are provisional until PowerShield has completed its review of the relevant revenue, distributor, and deal-registration records.

Winning partners must confirm their nominated attendee and provide the information requested by PowerShield by **19 July 2027**. Failure to provide the required information by this date may result in the ticket being withdrawn.

3. Definitions

For the purposes of this program:

Revenue

"Revenue" means the value of eligible product sell-through, calculated by applying the Recommended Retail Price (RRP) applicable at the time of sale to the quantity of each eligible SKU sold, as recorded in the relevant sell-through report.

Eligible Partner

"Eligible Partner" means a business that:

- Is registered in the PowerShield Power Partner program.
- Is also registered in the POWER UPs partner program.

Eligible Revenue

"Eligible Revenue" means Revenue generated from eligible PowerShield products sold by an Eligible Partner during the qualification period and recorded in the relevant distributor sell-through report.
Eligible Revenue excludes:

- Returned or cancelled products.
- Products subject to credit notes.
- Demonstration, internal-use, or evaluation products supplied without charge.
- Transactions that PowerShield reasonably determines are not genuine end-customer sales.
- Revenue attributed to another partner or Business Entity.

Business Entity

"Business Entity" means the partner company and any related, associated, commonly owned, or commonly controlled company, branch, trading name, or distributor account.
PowerShield may treat related businesses as one Business Entity where it reasonably determines that the businesses operate as one commercial group or that separate entities have been used to obtain additional qualification opportunities.

Approved Deal Registration

"Approved Deal Registration" means a genuine opportunity:

- Submitted through PowerShield's approved deal-registration process.
- Approved by PowerShield during the qualification period.
- Assigned to an identifiable end customer.
- Not duplicated, cancelled, expired, fictitious, or transferred from another partner without PowerShield's approval.

Closed Deal

"Closed Deal" means an Approved Deal Registration that has resulted in an invoiced sale of PowerShield products during the qualification period.

4. Qualification Gates

A maximum of 10 tickets will be awarded through the four qualification gates below. Only one ticket may be awarded to each Business Entity across the entire program.

If a Business Entity qualifies under more than one gate, PowerShield will allocate that Business Entity to the gate that produces the most appropriate overall final result. The Business Entity will not receive an additional ticket from another gate.

Gate 1: Power Leaders - three tickets

Three tickets will be awarded to the three Eligible Partners with the highest Eligible Revenue during the qualification period.

To qualify, an Eligible Partner must have at least **$200,000 in Eligible Revenue** during the qualification period.

Gate 2A: Growth Champions, two tickets

Two tickets will be awarded to the two Eligible Partners with the highest percentage increase in Eligible Revenue between FY2026 and FY2027.

To qualify, a partner must have:

- At least **$20,000 in Eligible Revenue during FY2026**.
- At least **$20,000 in Eligible Revenue during FY2027**.

Percentage growth will be calculated as:

FY2027 Eligible Revenue minus FY2026 Eligible Revenue, divided by FY2026 Eligible Revenue, multiplied by 100.

Gate 2B: Emerging Champion, one ticket

One ticket will be awarded to the Eligible Partner with the highest Eligible Revenue during FY2027 among partners that recorded no more than **$1,000 in Eligible Revenue during FY2026**.

To qualify, the partner must record at least **$20,000 in Eligible Revenue during FY2027**.

Gate 3: Deal Creator, two tickets

Two tickets will be awarded to the two Eligible Partners with the highest number of Approved Deal Registrations during the qualification period.

To qualify, a partner must have:

- At least three Approved Deal Registrations.
- At least one Closed Deal.
- At least **$100,000 in aggregate GST-exclusive pipeline value** across its Approved Deal Registrations.

For this gate, pipeline value means the expected GST-exclusive value of PowerShield products recorded in each Approved Deal Registration and accepted by PowerShield. Cancelled, expired, rejected, duplicated, or fictitious registrations will not count.

Gate 4: Customer Champion, two tickets

Two tickets will be awarded to the two Eligible Partners with the highest number of qualifying end-customer wins during the qualification period.

To qualify, a partner must have:

- At least two separate approved end-customer wins.
- A minimum GST-exclusive PowerShield product value of **$20,000 for each win**.
- A different end customer for each qualifying win.

Tie-breaks

If two or more partners achieve the same result within a gate, the following tie-breaks will apply in order:

1. Highest Eligible Revenue during FY2027.
2. Highest number of Closed Deals during FY2027.
3. Earliest date on which all requirements for the relevant gate were satisfied.

PowerShield will apply these criteria consistently and in good faith.

5. Verification, Integrity, and Disqualification

PowerShield may verify all Revenue, deal-registration, end-customer, and qualification information.

Partners must provide supporting information reasonably requested by PowerShield.

PowerShield may exclude transactions or registrations involving:

- False or misleading information.
- Fictitious or duplicate opportunities.
- Split orders intended to obtain an additional qualification.
- Circular, back-to-back, or non-genuine sales.
- Transactions between related entities that do not represent genuine end-customer demand.
- Returns, cancellations, or credit notes that materially affect qualification.
- Manipulation of company names, distributor accounts, related entities, or buying groups.
- Conduct that breaches the reseller agreement or these Terms and Conditions.

A partner may be disqualified if it:

- Provides false, incomplete, or misleading information.
- Attempts to manipulate the program.
- Breaches applicable laws or ethical standards.
- Fails to provide requested verification material.
- Fails to meet the eligibility requirements at the time results are verified.

If a partner is disqualified after bookings or tickets have been issued, the partner must reimburse PowerShield for any non-recoverable costs incurred on its behalf.

6. Review Process

A partner may request a written review of an audit finding, disqualification, qualification result, or gate allocation.

The request must:

- Be submitted within **10 business days** after the partner receives notice of the relevant decision.
- Identify the decision being challenged.
- Explain the grounds for the review.
- Include any supporting information on which the partner relies.

PowerShield will consider the request reasonably and in good faith. PowerShield may request further information before completing the review.

PowerShield's written decision following the review is final.

7. Ticket Inclusions

Unless PowerShield advises otherwise, each ticket includes:

- Return economy flights arranged by PowerShield.
- Single-occupancy hotel accommodation for the official program dates.
- Activities identified as included in the final itinerary.
- Official group dinners.
- Attendance at the Shield Awards ceremony.
- Group transfers identified in the final itinerary.

The final destination, airline, flight schedule, accommodation, activities, suppliers, and itinerary may change due to availability, safety, operational requirements, or circumstances beyond PowerShield's reasonable control.

8. Expenses not included

The participant is responsible for:

- Passport and visa costs.
- Travel insurance.
- Medical and vaccination costs.
- Insurance excesses.
- Hotel incidentals, minibar, room service, and personal purchases.
- Additional baggage not included in the booking.
- Flight upgrades and preferred seating.
- Personal activities and meals outside the official program.
- Additional accommodation.
- Early arrival or late departure.
- Changes requested for personal convenience.
- Property damage caused by the participant.
- Costs resulting from missing a flight, transfer, activity, or scheduled event.

9. Attendee eligibility and nomination

Tickets are awarded to qualifying partner businesses, not to individuals.

The partner's dealer principal may nominate one individual to use the ticket, subject to PowerShield's approval.

The nominated individual must:

- Be at least **21 years old** at the date of departure.
- Be an owner, employee, or authorised representative of the qualifying partner.
- Be fit and legally permitted to travel.
- Hold the required passport, visa, and entry documentation.
- Accept these Terms and Conditions.

- Comply with PowerShield's reasonable travel, safety, and conduct requirements.

No partner, sponsor, co-host, or nominated attendee is entitled to bring a spouse, partner, family member, guest, or other +1 unless PowerShield provides prior written approval.

All participants are bound by these Terms and Conditions, regardless of whether their attendance is earned, sponsored, hosted, or nominated.

10. Employer approval and anti-bribery

The partner and nominated attendee confirm that:

- Acceptance of the ticket is permitted under their organisation's gift, entertainment, and hospitality policies.
- They have obtained any necessary employer approval.
- Acceptance will not improperly influence a purchasing, tender, procurement, or business decision.
- The attendee is not a government or public-sector official subject to restrictions that prevent acceptance of the ticket.

PowerShield may withdraw a ticket if it reasonably considers that providing the benefit could breach an applicable law, policy, or ethical requirement.

11. Participant information

The nominated attendee must provide the information reasonably required to arrange the trip by the deadline advised by PowerShield, including:

- Their legal name exactly as shown on their passport.
- Passport and visa information.
- Emergency contact details.
- Dietary requirements.
- Relevant allergies, health conditions, mobility requirements, or accessibility needs.
- Any other information reasonably required by PowerShield, Troupe, an airline, hotel, insurer, or activity operator.

The participant is responsible for the accuracy of the information provided.

PowerShield is not responsible for additional costs caused by incorrect, incomplete, or late information supplied by the participant.

12. Privacy and information sharing

PowerShield may collect, use, store, and disclose participant information for:

- Program administration.
- Qualification and verification.
- Flight, accommodation, activity, and transfer bookings.
- Safety and emergency management.
- Communication with participants.
- Legal, insurance, and record-keeping purposes.

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PowerShield may provide relevant information to Troupe, airlines, hotels, transport providers, insurers, activity operators, emergency services, and other suppliers involved in delivering the program.

Sensitive information, including health, accessibility, dietary, and passport information, will only be used or disclosed where reasonably required to arrange or safely deliver the program, or where otherwise permitted by law.

13. Travel insurance

Each participant must obtain and maintain comprehensive travel insurance appropriate for:

- The destination.
- The complete travel period.
- International medical treatment.
- Emergency evacuation and repatriation.
- Trip cancellation and interruption.
- Lost or damaged belongings.
- The planned activities, including any activity classified by the insurer as an adventure or high-risk activity.

The participant is responsible for checking all exclusions, limits, conditions, and excesses under their policy.

PowerShield may request evidence of insurance before departure. Failure to provide satisfactory evidence may result in the participant being excluded from the trip.

14. Adventure and optional activities

Participation in optional, adventure, or high-risk activities is voluntary.

A participant may be required to:

- Meet health, age, weight, licence, experience, or fitness requirements.
- Follow the directions of PowerShield and the activity operator.
- Accept the activity operator's terms.
- Complete a separate risk acknowledgement or waiver.
- Wear safety equipment.
- Provide evidence that their insurance covers the activity.

PowerShield or the activity operator may exclude a participant where it reasonably considers that participation would create a safety risk.

A participant who elects not to undertake an optional activity will not be entitled to cash, credit, or a substitute benefit unless PowerShield agrees otherwise.

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15. Flights, names, and ticket lock

The participant's legal name must be supplied exactly as it appears on their passport.

Flights will be considered locked at **close of business on 25 August 2027**.

After this time:

- Any name, date, flight, route, or itinerary change is subject to availability and supplier approval.
- The partner or participant must pay all change fees, fare differences, agency charges, and associated costs.
- PowerShield is not required to approve a change or substitution.
- Personal travel extensions are at the participant's expense and risk.

16. Cancellation, withdrawal, and substitution

If a partner or participant withdraws after accepting a ticket, the following charges will apply:

- **More than 60 days before departure:** no charge, except for non-refundable supplier costs already incurred.
- **Between 14 and 60 days before departure:** all non-recoverable supplier costs, flight change or cancellation fees, and applicable fare differences.
- **Less than 14 days before departure:** the full cost incurred by PowerShield for the ticket.
- **Failure to attend or no-show:** the full cost incurred by PowerShield for the ticket.

A substitute attendee may only attend with PowerShield's prior written approval.

The partner is responsible for all name-change fees, fare differences, booking charges, and other costs associated with an approved substitution.

For a departure date of **9 September 2027**:

- The 60-day date is **11 July 2027**.
- The 14-day date is **26 August 2027**.
- The flight-lock date is **25 August 2027**.

17. Participant conduct

Participants must:

- Behave professionally and respectfully.
- Comply with applicable laws.
- Follow reasonable instructions from PowerShield, Troupe, airlines, hotels, transport providers, and activity operators.
- Avoid harassment, discrimination, threatening conduct, violence, illegal drugs, excessive intoxication, and unsafe behaviour.

- Avoid conduct or public commentary, including social media activity, that could reasonably cause serious harm to PowerShield, another participant, a supplier, or the program.
- Take reasonable responsibility for their own health, safety, possessions, and conduct.

18. Removal from the program

PowerShield may exclude a participant from an activity or remove them from the program if PowerShield reasonably considers that the participant:

- Has engaged in serious misconduct.
- Creates a safety or security risk.
- Is materially affected by alcohol or illegal drugs.
- Has breached applicable law.
- Has harassed another person.
- Has ignored a reasonable safety or conduct direction.
- Has materially breached these Terms and Conditions.

Where a participant is removed, the partner or participant will be responsible for the cost of alternative accommodation, travel changes, and returning home.

No refund, cash payment, replacement benefit, or compensation will be provided.

19. Third-party suppliers

Airlines, hotels, travel providers, transport operators, and activity operators are independent suppliers and provide their services under their own terms and conditions.

PowerShield does not control the day-to-day operations of those suppliers.

To the extent permitted by law, PowerShield is not responsible for a supplier's act, omission, delay, cancellation, insolvency, service failure, or change to arrangements.

Nothing in these Terms and Conditions excludes, restricts, or modifies a right or remedy that cannot lawfully be excluded, restricted, or modified.

20. Liability

To the extent permitted by law, PowerShield will not be liable for indirect or consequential loss arising from the program, including loss of income, lost profit, lost opportunity, business interruption, or reputational loss.

Where PowerShield is legally entitled to limit its liability, its total aggregate liability arising from a participant's ticket will not exceed the reasonable cost incurred by PowerShield in providing that ticket.

Nothing in these Terms and Conditions excludes or limits liability that cannot lawfully be excluded or limited.

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21. Changes to the program

PowerShield may reasonably change:

- The program structure.
- Qualification arrangements.
- Destination.
- Travel dates.
- Flights.
- Accommodation.
- Itinerary.
- Activities.
- Suppliers.
- Number or allocation of tickets.

PowerShield will provide affected partners with reasonable notice where practicable.

PowerShield will exercise this right reasonably and in good faith and will not retrospectively remove an earned qualification without a legitimate business, safety, legal, supplier, or force-majeure reason.

22. Force majeure

PowerShield may postpone, modify, relocate, substitute, or cancel the program where it is prevented or materially affected by circumstances beyond its reasonable control.

These circumstances may include:

- Natural disasters.
- Severe weather.
- Fire or flood.
- War, terrorism, or civil unrest.
- Government restrictions.
- Public health orders.
- Epidemics or pandemics.
- Travel advisories.
- Strikes or industrial action.
- Airline or supplier failure.
- Transport disruption.
- Venue closure.
- Safety or security threats.

Where practicable, PowerShield may offer a deferred trip, revised itinerary, or alternative benefit. An alternative is not guaranteed and may differ in destination, timing, format, or value from the original program.

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23. Photography and media

PowerShield may photograph, film, or record official program activities and may use that material for reasonable business, event, promotional, social media, internal communication, and historical purposes.

Subject to a participant's written opt-out, the participant grants PowerShield a non-exclusive, worldwide, royalty-free licence to use, reproduce, edit, publish, and communicate images, video, audio, and other recordings in which the participant appears.

A participant may opt out by notifying PowerShield in writing before the program. PowerShield will take reasonable steps to honour the request, although it may not be possible to exclude the participant from incidental background images or recordings of large group activities.

24. Tax

Each partner and participant is responsible for obtaining independent advice concerning any tax consequences arising from receipt or use of a ticket.

PowerShield will remain responsible for any tax or reporting obligation that the law specifically imposes on PowerShield.

25. Governing law

These Terms and Conditions are governed by the laws of Western Australia.

The parties submit to the courts of Western Australia and any courts entitled to hear appeals from those courts.

26. Acceptance

Participation in the POWER UPs Incentive Program constitutes acceptance of these Terms and Conditions.

A nominated attendee must separately confirm acceptance before any travel booking is finalised.

All attendees, including earned, sponsored, hosted, substituted, or co-host-nominated attendees, are bound by these Terms and Conditions.