

## Brand Ambassador Search Terms and Conditions

### 1. PROMOTER

- 1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKS N 2.0 North Building, Level 3/23 Challis Street, Dickson, ACT, 2062 (the "Promoter") is a subsidiary of Viva Leisure Limited (ABN 76 607 079 792) ("Viva") and is a member of the Viva Group which operates multiple facilities trading as Club Lime.

### 2. ACCEPTANCE OF TERMS

- 2.1. By entering this promotion, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions in their entirety.
- 2.2. These terms and conditions may be varied, amended, or modified at any time at the sole discretion of the Promoter. Any such variations shall take effect immediately upon publication or notification to participants. Participation in this Promotion following any variation shall constitute acceptance of the amended terms and conditions.

### 3. DEFINITIONS

**Ambassador Agreement** means any separate written agreement offered to a Winner for a longer-term ambassador engagement (if any).

**Promotion** means the "Club Lime Brand Ambassador Search".

**Entry Site** means [clublime.com.au/ambassadors](http://clublime.com.au/ambassadors)

**Entry Period** means Tuesday, 25 November 2025 at 12:00am AEST to Saturday, 31 January 2026 at 11:59pm AEST.

**Judging Period** means Tuesday, 25 November 2025 to Friday, 13 February 2026.

**Eligible Membership** means any eligible Club Lime Single-Club, Student Membership, Club Lime State Multi-Club, Club Lime Multi-Club + Ladies Only and National Multi-Club Memberships and Club Lime Multi-Club + Reformer Pilates memberships on a direct debit, no fixed-term Membership Agreement entered into by an individual at Eligible Location during the Entry Period, subject to the Membership Terms and Conditions, a copy of which is located at [www.vivaleisure.com.au/legal](http://www.vivaleisure.com.au/legal).

**Excluded memberships** means Club Lime and hiit republic Dual Membership, ANU Student/Staff/Alumni memberships, Aquatic Memberships, Learn to Swim Memberships, Upfront 3–12-month Memberships, Corporate Memberships, Transferred Memberships (upgrades/downgrades), GROUNDUP Multi and GROUNDUP Bundle Memberships, hiit republic Single and hiit republic Multi-Club Memberships, Club Lime + hiit republic memberships and all visit passes.

**Eligible Individual** means a person who meets all eligibility requirements under these Terms.

**Photoshoot** means the brand photoshoot in Sydney, NSW during March 2026 on dates notified by the Promoter.

**Prize** has the meaning given in clause 7.

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth) and as used in the Promoter's Privacy Policy.

**Privacy Policy** means the Promoter's privacy policy at <https://vivaleisure.group/legal> (or the privacy link on the Entry Site).

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

**Nearest Capital City Airport** means the major passenger airport closest to the Winner's usual residential address in Australia.

#### 4. ENTRY

- 4.1. Entry is open to Australian residents aged 18+ at the time of entry. Employees, contractors and directors of the Promoter (and their immediate families) and the Promoter's agencies directly involved in this Promotion are ineligible.
- 4.2. To enter during the Entry Period, visit the Entry Site and complete the entry form in full (one entry per person), including providing your fitness story and answering the ambassador questions.
- 4.3. Incomplete, ineligible or otherwise non-compliant entries may be deemed invalid.
- 4.4. The Promoter reserves the right to refuse entry to any individual it reasonably believes is not acting in good faith, does not meet eligibility requirements, or may compromise the safety, integrity, or fairness of the Promotion.
- 4.5. All participants must hold an Eligible Membership.
- 4.6. By entering the Promotion the participant acknowledges and warrants that they:
  - a) are able to enter into a contractually binding brand ambassador agreement; and
  - b) are medically fit to participate in the Photoshoot activities and are available to travel on the dates notified; and
  - c) have not engaged in, and are not aware of any matter, circumstance, conduct, investigation, criminal charge/conviction, regulatory action or widely-publicised controversy that could reasonably be expected to bring the Promoter or the Promoter's brand into disrepute, contempt, scandal or ridicule, or otherwise adversely affect their reputation; and
  - d) will not engage in any conduct (including public statements or social media activity) during the Promotion or in connection with it that could reasonably be expected to damage or adversely affect the reputation, goodwill or public image of the Promoter or the Promoter's brand; and

- e) will promptly notify the Promoter in writing if any circumstance arises (or becomes known to them) that may render any of the warranties in clauses 4.6(c)–(d) untrue or misleading and will comply with the Promoter's reasonable directions in response.

## 5. INELIGIBILITY

- 5.1. The Promoter may invalidate and/or remove any entry that:
  - a) is incomplete, indecipherable, automated or generated by a bot or script;
  - b) breaches these Terms or any content rules; or
  - c) the Promoter reasonably suspects involves interference or tampering (including creating multiple identities).
- 5.2. The Promoter is not responsible for technical outages, network congestion or platform errors that delay, corrupt or otherwise affect entry; however, where fairness so requires, the Promoter may take reasonable steps (e.g., extend or pause the Entry Period) and will publish any material changes on the Entry Site.

## 6. JUDGING CRITERIA

- 6.1. To be eligible to win the Prize, the Eligible Individual must meet the following requirements:
  - a) be an Australian resident aged 18+;
  - b) hold an Eligible Membership;
  - c) align with the Club Lime brand values;
  - d) be a positive role model that can uplift and inspire others in their fitness journey;
  - e) be genuine, relatable and real and willing to share the highs and lows of your fitness journey in an honest and uplifting way;
  - f) inspire others by communicating your journey with zest, through words, images and video; and
  - g) be comfortable creating and sharing content online, engaging with your community and proudly representing Club Lime in front of the spotlight.
- 6.2. Bonus qualities we value are:
  - a) a passion for fitness and the Club Lime brand, including consistent training, setting goals and using our gyms as the foundation of your journey;
  - b) having a positive energy, bringing motivation, encouragement and a 'team spirit' that reflects the welcoming nature of Club Lime; and
  - c) having a dedication to being an ambassador for the long term.
- 6.3. Individuals who do not meet the requirements in clause 5.1 will not be eligible to win the Prize.

## 7. PRIZE

- 7.1. Each of the six (6) winners will receive a prize package comprising:

- a) Photoshoot: Attendance at a professional brand photoshoot conducted by the Promoter over two (2) to three (3) consecutive days in Sydney, NSW during March 2026 on dates notified by the Promoter (the Photoshoot);
- b) Air Travel (if applicable): For winners residing outside New South Wales, one (1) return economy airfare from the winner's nearest Australian capital city airport to Sydney, NSW, on carriers, routes, fare classes and dates selected by the Promoter in its absolute discretion. Winners residing within New South Wales will not receive air travel;
- c) Accommodation: Up to 3 nights twin-share or single-occupancy hotel accommodation as determined by the Promoter in Sydney during the Photoshoot period;
- d) Lunches on Photoshoot days at venues selected by the Promoter (menu and spend caps at the Promoter's discretion);
- e) Reasonable ground transfers between Sydney airport, hotel and Photoshoot locations, as arranged by the Promoter; and
- f) A Prize Pack valued at approximately \$2,500 AUD comprising the following items (or similar items of equal or greater value, as determined by the Promoter in its absolute discretion):
  - a) Kraftgeek Portable Tripod (approx. \$50);
  - b) Clip-on Selfie Light (approx. \$60);
  - c) LSKD Gift Voucher (approx. \$100);
  - d) Duffle Bag (approx. \$100);
  - e) DJI Mini Mic (approx. \$199);
  - f) Club Lime Hoodie (approx. \$120);
  - g) Club Lime Towel (approx. \$10);
  - h) Club Lime Water Bottle (approx. \$20);
  - i) Frank Green Pack (approx. \$100);
  - j) Supp Society gift pack (approx. \$300); and
  - k) Club Lime Multi-Club Membership for 12 months (approx. \$1,450).

7.2. Unless expressly stated in clause 6.1, the prize excludes: travel insurance; passports/IDs/visas; vaccinations; additional or overweight baggage; airport parking; hotel bonds; minibar and in-room dining; alcohol; personal items; laundry; phone/data charges; tips; local transport not arranged by the Promoter; companion/guest travel; and any other cost or expense of a personal nature.

7.3. Booking & Travel Conditions. Travel and accommodation will be booked by the Promoter (or its agents) at its discretion. Winners must travel on the dates and itinerary notified by the Promoter. Once booked, changes are not permitted or will be at the winner's cost (unless required by the Promoter). If a winner misses a flight or fails to check in or otherwise fails to travel as booked, that component may be forfeited.

- 7.4. If any element of the prize is unavailable, hindered or changed (including due to scheduling, supplier or force majeure issues), the Promoter may substitute an item of equal or higher value and/or vary arrangements, acting reasonably.
- 7.5. Award of the prize is conditional on the winner:
- a) signing the brand ambassador agreement;
  - b) satisfying eligibility checks and providing acceptable proof of identity, age and Australian residency;
  - c) completing any police check and/or background screening to the Promoter's satisfaction;
  - d) signing any reasonable talent release, confidentiality, safety and brand-conduct acknowledgements required by the Promoter; and
  - e) following any other reasonable requirements of the Promoter.
- 7.6. Failure to satisfy the requirements in clause 6.5 by the deadline notified may result in forfeiture and award to a reserve/next highest-scoring entrant.
- 7.7. The prize (and any unused element) is non-transferable, non-exchangeable and not redeemable for cash. It cannot be sold, on-traded, gifted to another person or combined with any other offer.
- 7.8. Winners must be available for the Photoshoot on the dates notified, comply with all reasonable directions of the Promoter and the Photoshoot producer, and conduct themselves safely and responsibly. If a winner is unable to attend or otherwise declines any component, that component will be forfeited and may be awarded to a reserve.
- 7.9. Any post-selection gift pack or promotional items provided by the Promoter (if any) are not part of the prize and are provided at the Promoter's discretion; they are not included in the stated prize value.

## **8. NOTIFICATION OF WINNERS**

- 8.1. Each winner will be notified within three (3) months of the judging date using the contact details supplied at entry, including email and/or mobile phone. The Promoter may make multiple reasonable attempts to contact a winner over a period of 3–5 business days.
- 8.2. Entrants are responsible for ensuring their email address and mobile number are current, accurate and reachable. The Promoter is not responsible if a winner cannot be contacted due to incorrect, incomplete or changed details, technical issues, spam/junk filtering, mobile network congestion or voicemail/mailbox limits.
- 8.3. If a winner:
- a) cannot be contacted after reasonable attempts;
  - b) does not respond within the required time;
  - c) fails verification; or
  - d) is otherwise ineligible,

then the prize will be forfeited and awarded to the next highest-scoring eligible entrant, who will be notified and verified in the same way. This process will continue until all six (6) prizes are awarded. If any prize remains unawarded after reasonable efforts, the Promoter may cancel that prize subject to applicable laws.

- 8.4. The first name, initial of surname, and State/Territory of residence of confirmed winners will be published at [clublime.com.au](http://clublime.com.au) within 7 days of successful notification of the winner and may remain available for at least 28 days. The Promoter may also announce winners on its official social media channels and in EDMs.
- 8.5. If any prize remains unaccepted or unclaimed after three (3) months from the first Notification to the relevant winner, the Promoter will finalise award to an alternate winner as soon as practicable thereafter. No further correspondence will be entered into.
- 8.6. The judging panel's decisions (including selection of winners, reserves and any verification outcomes) are final.

## **9. RELEASE AND INDEMNITY**

- 9.1. By participating in the Promotion, you agree to release, discharge, and hold harmless the Promoter, its officers, directors, employees, agents, contractors, affiliates, and other participants from any and all liability for any injury, disability, death, or loss or damage to person or property, howsoever arising, whether in contract, tort (including negligence), statute, equity or otherwise, that may occur as a result of:
  - a) Your participation in the Promotion;
  - b) Your use of Club Lime facilities or equipment; or
  - c) Any activity conducted or facilitated in connection with the Promotion.
- 9.2. Participation is at the sole discretion and risk of the participant. We accept no liability for any injury, illness, loss, or condition sustained in connection with the Promotion.

## **10. WARRANTIES AND CONSUMER GUARANTEES**

- 10.1. To the fullest extent permitted by law, the Promoter makes no warranties, representations, or guarantees, whether express or implied, in relation to any prize or benefit awarded through the Promotion, including but not limited to merchantability or fitness for purpose.
- 10.2. Where liability cannot be excluded under the Australian Consumer Law or other relevant consumer protection laws, the Promoter's liability is limited to the extent permitted by law.
- 10.3. Nothing in these Terms and Conditions shall exclude or modify any guarantees, rights, or remedies which are provided by the Australian Consumer Law or other applicable legislation and which cannot be excluded, restricted, or modified.



## 11. PRIVACY

- 11.1. By registering for the Promotion, participants consent to the Promoter collecting, using, and disclosing their personal information for the purposes of administering the Promotion and for related promotional and marketing purposes.
- 11.2. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with the Promotion will be handled in accordance with the Promoter's Privacy Policy, which is expressly incorporated into these Terms and Conditions by reference. The Privacy Policy is available at [www.vivaleisure.com.au/legal](http://www.vivaleisure.com.au/legal).
- 11.3. The Promoter may disclose personal information to its service providers (e.g., judging, background screening, travel booking, production) for these purposes. If you do not provide the requested information, you may be ineligible to enter or receive a prize.
- 11.4. The Promoter will retain entries for up to [12 months] after Promotion close (or longer if required by law) and then delete or de-identify them. For access/correction or privacy queries, see the Privacy Policy.

## 12. CONTENT STANDARDS & LICENCE

- 12.1. By submitting any text, images or other materials (Entry Content), you:
- a) warrant that the Entry Content is your original work, you own or control all rights in it, and its use as contemplated by these Terms does not infringe any third-party rights (including copyright, trade marks, moral rights, privacy or publicity);
  - b) warrant the Entry Content is lawful, respectful and appropriate (no defamatory, obscene, offensive, harmful, misleading or discriminatory material and no personal information of others without consent);
  - c) grant the Promoter a non-exclusive, royalty-free, worldwide licence to use, reproduce, edit, adapt, publish and communicate the Entry Content (including your name and the story excerpt) for administering the Promotion, showcasing entries on the Entry Site, and promoting the Promotion and the Club Lime brand for 12 months from winner confirmation; and
  - d) consent to the Promoter performing any acts in relation to the Entry Content that might otherwise infringe your moral rights (to the extent permitted by law).
- 12.2. The Promoter may moderate, remove or request edits to Entry Content that breaches these standards.

## 13. NO EMPLOYMENT, PARTNERSHIP OR AGENCY

- 13.1. Participation in the Promotion (including selection as a winner and attendance at the Photoshoot) does not create any employment, contractor, agency, partnership, joint venture, fiduciary or franchise relationship between the entrant (or winner) and the Promoter. For the avoidance of doubt, winners are not employees of the Promoter by virtue of participating in the Promotion or the Photoshoot.

- 13.2. If a winner is later offered a brand ambassador role, that role (if accepted) will be governed exclusively by a separate written ambassador agreement issued by the Promoter. Until that agreement is executed, no ongoing engagement is created or implied.
- 13.3. Entrants and winners are not entitled to wages, salary, leave, superannuation, workers' compensation, payroll tax treatment, or any other employment-related benefits in connection with the Promotion. Any amounts or benefits expressly described in these Terms (e.g., travel and accommodation provided as part of the prize) are the sole benefits provided.
- 13.4. Entrants and winners are responsible for their own tax obligations (including income tax) arising from participation and prize receipt, and for any personal/travel insurance unless the Promoter expressly agrees in writing to provide it.
- 13.5. Entrants and winners must not hold out that they are employees, agents or representatives of the Promoter and have no authority to bind the Promoter, make commitments on its behalf, or incur any cost or liability for the Promoter, except as expressly authorised in writing.
- 13.6. Nothing in these Terms confers exclusivity on any entrant or winner, or restricts the Promoter from engaging other ambassadors, talent or suppliers.
- 13.7. This clause survives expiry or completion of the Promotion and any prize fulfilment.

#### **14. DISPUTES**

- 14.1. Any disputes or complaints arising out of or in connection with the Promotion must be submitted in writing to [info@vivaleisure.com.au](mailto:info@vivaleisure.com.au) within twenty-eight (28) days of the dispute arising or becoming known to the participant.
- 14.2. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, which may include:
- a) Requesting additional information;
  - b) Determining appropriate remedies or corrective measures;
  - c) Setting reasonable deadlines for resolution.
- 14.3. All decisions made by the Promoter in respect of disputes are final and binding. No correspondence will be entered into. Unless otherwise required by law, participants waive any right to escalate disputes outside the channels outlined above.

#### **15. GENERAL**

- 15.1. Failure by the Promoter to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision or of the Promoter's rights.
- 15.2. The Promoter reserves all rights and remedies available under law or equity. The exercise of any right or remedy shall not preclude the exercise of any other right or remedy.



- 15.3. Neither party shall be liable for any delay or failure to perform its obligations under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labour disputes, cyberattacks, or government actions.
- 15.4. These Terms and Conditions are governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales for the resolution of any disputes.