

CLUB LIME NRG PASS
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 participating in 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.

3. DEFINITIONS

Eligible Individual means an individual aged 13 to 17 years (inclusive) who, during the Promotion Period, accesses an Eligible Location, provides proof of age to the satisfaction of the Promoter, completes the required fitness disclaimer and induction process (including obtaining parental/guardian consent where applicable), and agrees to comply with the Club Lime Membership Terms and Conditions, a copy of which is located at www.vivaleisure.com.au/legal, while using the facilities.

- **Eligible Location** means any Club Lime nationally. Excludes Club Lime Express Fitzroy, Club Lime Express Camberwell and Club Lime Wodonga Express.
- **Excluded Locations** means any location that is not a Club Lime Gym.

4. PROMOTION PERIOD

Promotion Period means the period commencing on Monday, 12 January 2026 at 12:00am (AEDT) and ending on Sunday, 25 January 2026 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.

4.1. Upon cessation of the Promotion Period:

- a) no further claims or participation in the Promotion will be accepted;
- b) any promotional benefits, discounts, or offers associated with the Promotion will cease to be available; and

- 4.2. The Promoter accepts no liability for any loss or disappointment suffered by any person as a result of the termination of the Promotion.

5. OFFER

- 5.1. The Promoter agrees to provide Eligible Individuals with access to Eligible Locations during the Promotion Period in accordance with these Terms and Conditions.
- 5.2. Eligible Individuals will receive the Offer once the steps required in clause 5.3 have been completed to the satisfaction of the Promoter.
- 5.3. To access the Facility, participants will receive a physical LIME NRG Pass, which must be presented during staffed hours to gain entry.
- 5.4. The Eligible Individual agrees to:
 - a) comply at all times with the Club Lime Membership Terms and Conditions and all club rules, policies, directions and safety requirements notified by the Promoter or club staff from time to time, including (without limitation) requirements relating to appropriate conduct, respectful behaviour towards other patrons and staff, safe and proper use of equipment, hygiene, and health and safety;
 - b) only access and use an Eligible Location during staffed hours, acknowledging that staffed hours vary by location and may change during the Promotion Period;
 - c) register via the campaign landing page at <https://www.clublime.com.au/nrgpass/> or in person at a Club Lime Facility;
 - d) provide proof of age at the time of registration and upon request at any time during the Promotion Period, to the satisfaction of the Promoter, and acknowledge that failure to provide acceptable proof of age may result in refusal of entry or withdrawal of promotional access;
 - e) obtain and maintain parental/guardian consent to participate in the promotion prior to first use of the facilities, which must be provided in person and recorded in writing or verbally approved over the phone;
 - f) complete all required pre-exercise screening, fitness disclaimers and induction processes (including any minor-specific forms), answer all questions truthfully and accurately, and immediately notify club staff if any information changes or if the Eligible Individual experiences any illness, injury, or discomfort while using the facilities; and
 - g) take any other action reasonably required by the Promoter.
- 5.5. The Offer cannot be transferred, exchanged for cash, or combined with other offers.
- 5.6. The Promoter may refuse entry to, suspend, or revoke an Eligible Individual's access at any time if the Eligible Individual breaches these Terms, any club rules, or if the Promoter reasonably considers it necessary for safety, security, operational or conduct-related reasons.

6. PRIVACY

- 6.1. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with this promotion will be handled in accordance with Viva's Privacy Policy and collection

notice, which is expressly incorporated into these Terms and Conditions by reference. These Policies are available at www.vivaleisure.com.au/legal.

7. REFUNDS

- 7.1. There is no fee to participate. To the extent any fees are paid for optional services, they are non-refundable except as required by law

8. DISPUTES

- 8.1. Any disputes or complaints arising out of or in connection with the promotion must be submitted in writing to info@vivaleisure.com.au within twenty-eight (28) days of the dispute arising or becoming known to the participant.
- 8.2. 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.
- 8.3. All decisions made by the Promoter in respect of disputes are final and binding. No correspondence will be entered into. Participants waive any right to escalate disputes outside the channels outlined above.
- 8.4. Nothing in this clause limits any rights a participant may have under the Australian Consumer Law.

9. GENERAL

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory for the resolution of any disputes.