

CLUB LIME – 25% OFF FIXED TERM MEMBERSHIPS PROMOTION TERMS AND CONDITIONS

1. PROMOTER

1.1 Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSN 2.0 North Building, Level 3, 23 Challis Street, Dickson ACT 2602 (the "Promoter") is a subsidiary of Viva Leisure Limited (ABN 76 607 079 792) ("Viva") and is a member of the Viva Leisure 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 take effect immediately upon publication at vivaleisure.group/legal/ or notification to participants. Continued participation in the Promotion following any variation constitutes acceptance of the amended Terms and Conditions.

3. DEFINITIONS

- 3.1 **Promotion Period** means the period commencing at 12:00AM on 9 December 2025 and ending at 11:59PM on 25 December 2025, which may be amended at the Promoter's discretion.
- 3.2 Eligible Individual means an individual who, during the Promotion Period:
- (a) is an Australian resident; and
- (b) is a current, active Club Lime Member on a direct debit Membership Plan.
- 3.3 Eligible Location means any Club Lime facility nationally, excluding Club Lime Jerrabomberra and Club Lime Nambour.
- 3.4 **Fixed Term Membership** has the meaning given to that term in the Viva Leisure Membership Terms and Conditions and refers to a Membership paid in full for a predetermined fixed duration.
- 3.5 Offer means the 25% discount on Fixed Term Membership Fees described in clause 5.

4. ELIGIBILITY

- 4.1 To be eligible for this Promotion, an Eligible Individual must:
- (a) hold an active direct debit Club Lime Membership throughout the Promotion Period;
- (b) comply with all Club Rules and the Viva Leisure Membership Terms and Conditions, available at www.vivaleisure.group/legal.
- 4.2 The Promotion is not available to:
- (a) individuals currently on a Fixed Term Membership;
- (b) individuals with overdue or unpaid Membership Fees;
- (c) employees, contractors, officers or immediate family members of the Promoter or its Related Entities.
- 4.3 This Promotion is not valid in conjunction with any other offer.

5. THE OFFER

Shaping the future of fitness



5.1 During the Promotion Period, the Promoter will offer Eligible Individuals 25% off the standard Fixed Term Membership Fees applicable to the selected Fixed Term Membership Plan.

5.2 The Offer applies only to:

- (a) Fixed Term Memberships purchased by Eligible Individuals for themselves;
- (b) those Fixed Term Membership Plans ordinarily offered by Club Lime.

5.3 The Offer is non-transferable, cannot be redeemed for cash, credit or refund, cannot be applied retrospectively to prior purchases, and does not apply to Periodic Memberships, Activation Fees, Surcharge Fees, Club Lime Coach subscriptions or ancillary services.

5.4 All Fixed Term Memberships purchased under the Promotion are governed by the Viva Leisure Membership Terms and Conditions, including clauses relating to commencement, refunds, suspensions, cancellations and changes.

6. REDEMPTION CONDITIONS

6.1 To redeem the Offer, the Eligible Individual must:

- (a) hold an active direct debit Membership at the time of purchase;
- (b) purchase a Fixed Term Membership during the Promotion Period via the Online Portal, app or at a Club Lime location;
- (c) complete all required membership documentation and consents.
- 6.2 Once purchased, Fixed Term Memberships are subject to the Viva Leisure Membership Terms and Conditions, including any applicable cooling-off period, provisions relating to Club closures or maintenance, Member behaviour requirements and health and safety obligations.
- 6.3 Except as required under the Australian Consumer Law, no refunds or credits apply to unused portions of a Fixed Term Membership purchased under this Promotion.

7. OPERATIONS AND AVAILABILITY

7.1 All Club Lime facilities, classes and services remain subject to capacity limits, class availability, temporary closures, maintenance, upgrades and operational or staffing requirements.

7.2 The Promoter accepts no liability if an Eligible Individual is unable to utilise any particular Club Lime facility or service due to availability, capacity or operational constraints.

8. HEALTH, SAFETY AND RISK

8.1 Participation in exercise activities carries inherent risks. By purchasing a Fixed Term Membership through this Promotion, you acknowledge and agree that you must:

- (a) assess your own physical condition before undertaking exercise;
- (b) comply with all health and safety instructions from Club staff;
- (c) immediately cease any activity that causes discomfort, pain, illness or injury.

8.2 All risks associated with the use of the Clubs, facilities and equipment are assumed by the Member in accordance with clauses 3, 18 and 19 of the Viva Leisure Membership Terms and Conditions.

9. WARRANTIES AND CONSUMER GUARANTEES

9.1 To the fullest extent permitted by law, the Promoter makes no warranties or representations regarding the Promotion or the Offer other than those required by the Australian Consumer Law.

viva leisure

Shaping the future of fitness

9.2 Where liability cannot be excluded, the Promoter's liability is limited to the resupply of the services or payment of the cost of having the services supplied again, as permitted by law.

10. PRIVACY

10.1 By participating in this Promotion, you consent to the Promoter collecting, using and disclosing your personal information for the purposes of administering the Promotion and managing your Membership.

10.2 All personal information collected in connection with the Promotion will be handled in accordance with the Viva Leisure Privacy Policy, available at www.vivaleisure.group/legal.

11. DISPUTES

11.1 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.

11.2 The Promoter may request further information from the participant and will determine the appropriate resolution in its sole discretion. All decisions made by the Promoter in respect of disputes are final and binding, except where otherwise required by law.

12. GENERAL

12.1 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.

12.2 If any provision of these Terms and Conditions is found to be invalid or unenforceable, that provision shall be severed and the remaining provisions shall continue in full force and effect.

12.3 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.