

**FITMAS UPGRADE PROMOTION
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 and Hiit Republic.

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.
- 2.3. Any such variations shall take effect immediately upon publication to vivaleisure.group/legal/

3. DEFINITIONS

Eligible Individual means an individual who, during the Promotion Period, is a current active member of Club Lime or Hiit Republic holding an Eligible Membership.

Eligible Location means any Club Lime or Hiit Republic nationally.

Eligible Membership means any Club Lime, Hiit Republic Membership, or Club Lime + Hiit republic Dual Memberships on a direct debit, no fixed-term Membership Agreement at Eligible Location subject to the Membership Terms and Conditions, a copy of which is located at vivaleisure.group/legal/

Excluded memberships Aquatic Memberships, Learn to Swim Memberships, Upfront 3–12-month Memberships, ANU Student/Staff/Alumni memberships, Corporate Memberships, and any memberships that are not a Club Lime or Hiit Republic membership.

4. PROMOTION PERIOD

- 4.1. Promotion Period means the period commencing on Thursday 4 December 2025 at 12:01am (AEDT) and ending on Wednesday 31 December 2025 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.
- 4.2. 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

- c) the Promoter may, at its discretion, honour any validly submitted entries or claims received prior to termination.

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

4.4. Club Lime CISAC (ACT) Burwood (NSW), Five Dock (NSW), South Yarra (VIC), Teneriffe (QLD), and Williamstown (VIC) are not 24/7 locations.

5. OFFER

5.1. During the Promotion Period, the Promoter offers Eligible Individuals the opportunity to temporarily upgrade their current Eligible Membership by opting into one of the following offers (the "Offer"), in accordance with these Terms and Conditions:

- a) Eligible Individuals who hold an Eligible Membership may opt into this upgrade. A one-off upfront payment of \$29 provides temporary Multi-Club access to all Club Lime locations nationally until the end of the Upgrade Access Period. This upgrade does not provide access to Hiit republic locations.
- b) Eligible Individuals who hold an Eligible Membership Club Lime + Hiit republic Dual Membership may opt into this upgrade. A one-off upfront payment of \$149 provides temporary Multi-Club access to all Club Lime and all Hiit republic locations nationally until the end of the Upgrade Access Period.

5.2. Eligible Individuals will receive the Offer upon successfully opting in via the Promotion URL and payment of the applicable one-off upgrade fee during the Promotion Period.

5.3. The Offer provides temporary upgraded access only. Unless otherwise stated, the Eligible Individual's underlying Membership remains in place during the Upgrade Access Period, and all standard membership fees, terms and conditions continue to apply.

5.4. The upgraded access under the Offer will expire on Saturday 28 February 2026 at 11:59pm (AEDT) (the end of the Upgrade Access Period). Upon expiry, the Eligible Individual's membership will automatically revert to the access level and price of their Base Membership, unless it has otherwise ended earlier.

5.5. The Offer cannot be transferred, exchanged for cash, or used in conjunction with any other offer.

5.6. The value of the Promotion will vary between Eligible Individuals depending on

- a) the weekly price of the Eligible Individual's underlying Eligible Base Membership; and
- b) the date on which the Eligible Individual successfully opts into the Promotion during the Promotion Period. Accordingly, the Promotion may provide different relative savings to different Eligible Individuals.

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 vivaleisure.group/legal.

7. REFUNDS

- 7.1. Except as otherwise required by law, all fees and costs paid in accordance with these terms are non-refundable.

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 is intended to limit consumer entitlements 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.