

Club Lime Toormina 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

Completed Signup means a membership signup where the membership agreement has been accepted and any required upfront or pro-rata membership fee has been successfully processed.

Eligible Individual means an individual who enters into an Eligible Membership at the Eligible Location during the Promotion Period, excluding individuals who have received free time under any Viva Leisure or Club Lime promotion within the three (3) months prior to the Promotion Period.

Eligible Location means the Club Lime Toormina, at Link Indoor Leisure Club, 600B Hogbin Drive Toormina, NSW 2452.

Eligible Membership means a Club Lime single club membership on a direct debit, no fixed-term membership agreement, entered into at the Eligible Location during the Promotion Period, subject to the Club Lime Membership Terms and Conditions available at www.vivaleisure.com.au/legal.

Promotion Period means the period commencing on Monday 9th February 2026 and ending on Tuesday 31st March 2026, unless ended earlier by the Promoter.

4. OFFER

- 4.1. The Promoter agrees to \$0 Start-Up Fees, \$0 Access Pass, and credit to 4 weeks of membership fees ("Offer") for each Eligible Individual opting into the Promotion in accordance with these Terms and Conditions.
- 4.2. Eligible Individuals will receive the Offer upon sign up to an Eligible Membership and payment of any applicable pro-rata fee.

- 4.3. The Eligible Individual agrees to pay the initial membership pro rata fee (as applicable) upon signup as part of the membership Terms and Conditions. The promotional credit will be applied once the pro-rata has been paid.
- 4.4. The Offer will not be applied to ex-members renewing their membership whereby the renewing member has received free time in a separate Viva Leisure promotion in the last three months.
- 4.5. The Offer cannot be transferred, exchanged for cash, or combined with other offers.

5. CANCELLATION

- 5.1. Any cancellation of an Eligible Membership is subject to the Club Lime Membership Terms and Conditions, including applicable notice periods.
- 5.2. If an Eligible Individual cancels their membership during the free period, the required notice period will still apply and any remaining free time will be forfeited and will not be reinstated or credited.

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. 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.

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.