

## Skyfire 2026 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. PROMOTION PERIOD

Promotion Period means the period commencing on Tuesday 3 February 2026 at 12:00am (AEDT) and ending on Monday 16 February 2026 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.

- 3.1. 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
- 3.2. The Promoter accepts no liability for any loss or disappointment suffered by any person as a result of the termination of the Promotion.

### 4. PRIZE POOL

*The total Prize Pool comprises of a total of 30 VIP tickets to the Club Lime Lounge at Skyfire 2026 taking place at Lake Burley Griffin on Saturday 14th March 2026.*

- a) The total Prize Pool comprises of a total of 30 VIP tickets to the Club Lime Lounge at Skyfire 2026 taking place at Lake Burley Griffin on Saturday 14th March 2026. Tickets will be distributed among 15 Winners, who will receive 2x VIP tickets each.
- b) The total value of the Prize Pool is \$3,000.

### 5. OFFER

- a) The Offer comprises 2x VIP Tickets to the Club Lime Lounge at Skyfire 2026 to be supplied to the Winner.

- b) The total retail value of the offer is AUD \$50.
- c) The Offer is claimable by the Winner and is non-transferable, non-exchangeable, and cannot be redeemed for cash or gift cards.
- d) The Promoter reserves the right to substitute the Offer with items of equal value at their discretion.
- e) The Winner must provide proof of identity and acknowledgement of these terms before claiming the Offer.
- f) This Offer is not valid in conjunction with any other offer.

## **6. ELIGIBILITY AND DISQUALIFICATION**

- 6.1. An Eligible Individual is a person who has entered their details for the promotion and has accepted that they may receive marketing and sales communication via email and SMS throughout and beyond the promotional offer.
- 6.2. Employees of the Promoter, Viva Leisure Ltd or its subsidiaries shall not be permitted to enter the competition.
- 6.3. To be eligible to claim the prize, the Winner must:
  - a) Be an Australian citizen or permanent resident of Australia, currently residing within the Australian Capital Territory.
  - b) Provide a valid residential address within the Australian Capital Territory for delivery/correspondence;
  - c) Provide valid proof of identity and residency status upon request;
  - d) Be able to accept the prize as awarded.
  - e) Be over 18-Years old.
- 6.4. The Promoter reserves the right to verify the eligibility of the Winner.
- 6.5. Attendance is restricted to persons aged 18 years and over.
- 6.6. The Promoter may request additional documentation to confirm eligibility.
- 6.7. Failure to provide requested documentation may result in forfeiture of the Offer.
- 6.8. The Promoter reserves the right to disqualify any Winner who:
  - a) fails to meet the eligibility criteria; or
  - b) provides false or misleading information

## **7. RULES**

- 7.1. Participants can enter the Promotion:
  - a) via the competition form available via <https://www.clublime.com.au/skyfire>

## **8. PRIZE DRAW**

- 8.1. The Winner will be drawn on Tuesday 17 February 2026.
- 8.2. The draw will be conducted by the Promoter.

- 8.3. The Promoter accepts no responsibility for incorrect or incomplete contact information provided by entrants.
- 8.4. Winners will be notified in writing via the email address provided in their entry submission.
- 8.5. The Promoter will take reasonable steps to identify and contact the holder of the winning entry.
- 8.6. The Winner will receive 2x Tickets to the Club Lime Lounge at Skyfire 2026, details of how to claim the prize will be emailed to the winner at the email address provided at entry into the Promotion.
- 8.7. Winners must RSVP by Friday 20 February at 12:00pm (AEDT) to confirm acceptance of the prize. If a winner does not respond within this timeframe, the prize will be deemed forfeited.
- 8.8. If the winner does not claim the prize, a redraw will be conducted by the Promoter on Monday 23 February 2026 at 12:00pm (AEDT). The new winner will be notified in writing via the email address provided in their entry submission.

## **9. EVENT CANCELLATION DUE TO CIRCUMSTANCES BEYOND PROMOTERS CONTROL**

- 9.1. In the event that Skyfire is cancelled, postponed, or otherwise affected due to circumstances beyond the Promoter's reasonable control (including but not limited to natural disasters, adverse weather conditions, pandemics, government restrictions, industrial action, venue closure, or safety concerns), the Promoter:
  - a) shall not be required to provide an alternative prize or compensation of any kind to the winner;
  - b) shall not be liable for any costs, expenses, or losses incurred by the winner in relation to the cancelled event (including but not limited to travel expenses, accommodation costs, or other associated expenses); and
  - c) reserves the right to cancel, terminate, or modify the prize without notice and without incurring any liability to the winner.
- 9.2. The winner acknowledges and agrees that they enter into any arrangements relating to the prize at their own risk.

## **10. LIMITATION OF LIABILITY**

- 10.1. To the maximum extent permitted by law, by attending the Club Lime VIP event, the participant:
  - a) acknowledges that they attend at their own risk;
  - b) releases and forever discharges the Promoter, its officers, employees, agents, contractors and related entities from all claims, liability, costs, expenses, damages, injury, loss (including consequential loss) or death howsoever arising from or in connection with:
    - i. participation in the Event;
    - ii. any prize-related activities;
    - iii. any act or omission (whether negligent or otherwise) of the Released Parties; or
    - iv. use of any prize awarded;

- c) agrees to indemnify and hold harmless the Promoter against any and all claims, losses, damages, costs, expenses (including legal fees) or liabilities arising from or in connection with:
  - i. any breach of these terms and conditions;
  - ii. any warranty or representation made by the participant being false or misleading;
  - iii. any act or omission of the participant; or
  - iv. participation in the Promotion or use of any prize.
- d) Nothing in these terms and conditions limits, excludes or modifies any statutory consumer guarantees or any implied condition or warranty, the exclusion of which would contravene any statute or cause any part of these terms to be void ("Non-Excludable Guarantees").
- e) Except for liability in relation to a Non-Excludable Guarantee, the Released Parties are not liable to any person for any indirect, special, incidental or consequential loss or damage of any nature whatsoever.

## 11. PRIVACY

- 11.1. 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](http://www.vivaleisure.com.au/legal).

## 12. REFUNDS

- 12.1. 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

## 13. DISPUTES

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. Nothing in this clause limits any rights a participant may have under the Australian Consumer Law.

## 14. GENERAL

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.