

Club Lime Mother's Day – Bring Mum for Free Terms and Conditions

1. PROMOTER

- 1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DКСN 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 Group which operates multiple facilities trading as Club Lime.

2. ACCEPTANCE OF TERMS

- 2.1. By entering 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 to participants. Participation in this Promotion following any variation shall constitute acceptance of the amended terms and conditions.
- 2.3. These Terms and Conditions will be available via <https://www.clublime.com.au/about/legal-stuff/>
- 2.4. In the event of any inconsistency between these Terms and promotional material, these Terms prevail.

3. DEFINITIONS

- 3.1. **Promotion** means the "Mother's Day – Bring Mum for Free" campaign conducted by the Promoter in accordance with these Terms and Conditions.
- 3.2. **Promotion Period** means the period commencing on Monday, 11 May 2026 at 12:00am (AEDT) and ending on Wednesday, 13 May 2026 at 11:59pm (AEDT), unless amended by the Promoter.
- 3.3. **Eligible Individual** means an individual who, during the Promotion Period:
 - a) holds an Eligible Membership; and
 - b) accesses an Eligible Location in accordance with these Terms and Conditions.
- 3.4. **Eligible Membership** means any active Club Lime membership that provides access to an Eligible Location and is in good standing.
- 3.5. **Eligible Location** means any Club Lime location in Australia, excluding Club Lime Nambour and Club Lime Narrabundah.
- 3.6. **Guest** means a person who is not a current Club Lime member and who attends an Eligible Location with an Eligible Individual for the purpose of participating in the Promotion.

3.7. **Offer** means the opportunity for an Eligible Individual to bring one (1) Guest to access an Eligible Location free of charge during the Promotion Period, in accordance with these Terms and Conditions.

4. PROMOTION PERIOD

4.1. Promotion Period means the period commencing at 12:00am (AEDT) on Monday, 11 May 2026 and ending at 11:59pm (AEDT) on Wednesday, 13 May 2026 (inclusive), unless amended, extended, or withdrawn by the Promoter at its discretion.

4.2. Upon expiry or termination of the Promotion Period:

- a) the Promotion will no longer be available and no further participation will be permitted; and
- b) any benefits associated with the Promotion will cease to apply.

4.3. The Promoter reserves the right to amend, suspend, or withdraw the Promotion at any time, subject to applicable laws.

4.4. The Promoter accepts no liability for any loss, cost, expense, or disappointment suffered by any person as a result of the Promotion being unavailable, amended, or withdrawn.

5. ELIGIBILITY

5.1. The Promotion is open to Eligible Individuals only.

5.2. To be eligible to participate in the Promotion, an individual must:

- a) hold an Eligible Membership; and
- b) access an Eligible Location during the Promotion Period in accordance with these Terms and Conditions.

5.3. A Guest must:

- a) be a person who is not a current Club Lime member at the time of attending the Eligible Location; and
- b) attend the Eligible Location with an Eligible Individual in accordance with these Terms and Conditions.

5.4. A Guest may have previously held a Club Lime membership and is not required to be a first-time visitor.

5.5. Participation in the Promotion is subject to the Eligible Individual and Guest:

- a) complying with these Terms and Conditions; and
- b) complying with all applicable Club Lime membership terms and conditions, club rules, policies, and directions issued by the Promoter or staff from time to time.

5.6. Employees of the Promoter and its related bodies corporate are eligible to participate in the Promotion.

5.7. The Promoter reserves the right, at its discretion, to:

- a) verify the eligibility of any individual participating in the Promotion; and

- b) refuse, suspend, or revoke participation where it reasonably believes that an individual:
 - i. does not meet the eligibility requirements; or
 - ii. has engaged in conduct that is fraudulent, misleading, or otherwise inconsistent with the intent of the Promotion.

6. OFFER

- 6.1. During the Promotion Period, the Promoter offers Eligible Individuals the opportunity to bring one (1) Guest to an Eligible Location to access the facilities free of charge (the "Offer"), in accordance with these Terms and Conditions. For the purposes of this clause, a "visit" means a single continuous attendance at an Eligible Location.
- 6.2. The Offer is available only during staffed hours at the relevant Eligible Location. Staffed hours vary by location and are subject to change at any time without notice.
- 6.3. To redeem the Offer, an Eligible Individual must attend an Eligible Location with their Guest during the Promotion Period and ensure that the Guest completes all required registration, waiver, and induction processes to the satisfaction of the Promoter.
- 6.4. The Offer permits the Guest to access the facilities available at the relevant Eligible Location, subject to these Terms and Conditions and any applicable club rules, policies, or restrictions in place at that location from time to time.
- 6.5. Access is limited to facilities and services ordinarily included within the Eligible Individual's membership and does not include additional paid services, classes, or premium offerings unless otherwise determined by the Promoter.
- 6.6. There is no limit to the number of times an Eligible Individual or Guest may participate in the Promotion during the Promotion Period, including multiple uses per day, provided that each instance of participation complies with these Terms and Conditions.
- 6.7. Each use of the Offer is limited to one (1) Guest per Eligible Individual per visit.
- 6.8. The Offer is personal to the Eligible Individual and their Guest for each visit and cannot be transferred, exchanged, or redeemed for cash or any other benefit.
- 6.9. Access to the Offer is subject to capacity, staffing, and operational requirements at each Eligible Location. The Promoter reserves the right to refuse or limit entry to any individual where reasonably necessary for safety, security, or operational reasons.

7. PARTICIPATION CONDITIONS

- 7.1. Participation in the Promotion is conditional on the Eligible Individual and Guest complying with these Terms and Conditions and all applicable Club Lime membership terms and conditions, club rules, policies, and directions issued by the Promoter or staff from time to time.
- 7.2. The Guest must attend the Eligible Location with the Eligible Individual and remain under their general supervision while in the club.

- 7.3. The Eligible Individual and Guest are expected to train together as part of the Promotion. The Eligible Individual must remain present within the Eligible Location for the duration of the Guest's visit.
- 7.4. Brief or incidental separation within the facility is permitted where reasonable. The Eligible Individual remains responsible for the Guest's conduct and compliance with these Terms and Conditions at all times.
- 7.5. Prior to accessing the facilities, the Guest must complete all required registration, pre-exercise screening, waiver acknowledgements, and induction processes in accordance with the Promoter's standard entry procedures.
- 7.6. Where a Guest is under the age of eighteen (18), any required parental or guardian consent must be obtained in accordance with the Promoter's standard membership terms and operational requirements.
- 7.7. The Eligible Individual acknowledges and agrees that they are responsible for ensuring that their Guest:
 - a) complies with all applicable terms, rules, and directions;
 - b) uses the facilities safely and appropriately; and
 - c) does not engage in any conduct that may pose a risk to health, safety, or the enjoyment of other patrons or staff.

8. LIMITATIONS

- 8.1. The Offer is intended for genuine personal use by Eligible Individuals and their Guests.
- 8.2. The Offer must not be used for any commercial purpose, including (without limitation) generating income, providing unauthorised training services, or facilitating access to the facilities for financial or other gain.
- 8.3. This Promotion operates as an authorised exception to standard guest access restrictions under the Club Lime Membership Terms and Conditions.
- 8.4. The Promoter reserves the right, acting reasonably, to refuse, limit, suspend, or withdraw access to the Offer (in whole or in part) where it considers that an Eligible Individual or Guest:
 - a) is using the Offer in a manner that is excessive, unreasonable, or not in the spirit of the Promotion;
 - b) is facilitating access for multiple Guests in a manner that is repeated, systematic, or inconsistent with the intended purpose of the Promotion;
 - c) is allowing Guests to access the facilities without meaningful participation alongside the Eligible Individual; or
 - d) is otherwise engaging in conduct that is fraudulent, misleading, or inconsistent with the intent of the Promotion.
- 8.5. The Promoter reserves the right to refuse, cancel, or reverse participation in the Promotion where it reasonably believes that:
 - a) the Offer has been misused, manipulated, or exploited; or

b) participation has occurred in breach of these Terms and Conditions.

8.6. Any decision made by the Promoter under this clause will be made acting reasonably, having regard to the purpose and fair operation of the Promotion.

9. OPERATIONAL CONDITIONS

9.1. Access to the Offer is subject to capacity, staffing, and operational requirements at each Eligible Location.

9.2. The Offer is only available during staffed hours at the relevant Eligible Location. Staffed hours vary by location and may change at any time without notice.

9.3. The Promoter does not guarantee that access to the Offer will be available at all times during the Promotion Period, including due to:

- a) limited capacity;
- b) staffing availability;
- c) temporary closures;
- d) maintenance; or
- e) other operational requirements.

9.4. The Promoter reserves the right, acting reasonably, to:

- a) refuse or limit entry to any Eligible Individual or Guest;
- b) restrict access to certain areas, services, or facilities within an Eligible Location; or
- c) modify the availability or operation of the Offer, where reasonably necessary for safety, security, or operational reasons.

9.5. To the maximum extent permitted by law, no compensation, alternative benefit, or replacement access will be provided where an Eligible Individual or Guest is unable to access the Offer due to operational requirements or changes.

10. PRIVACY AND MARKETING

10.1. 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 are expressly incorporated into these Terms and Conditions by reference. These policies are available at www.vivaleisure.com.au/legal.

10.2. By participating in the Promotion, Eligible Individuals and Guests consent to the Promoter, Club Lime, Viva Leisure Limited and their related bodies corporate collecting, using, and disclosing their personal information for the purposes of:

- a) administering the Promotion;
- b) facilitating access to facilities, services, and entry requirements (including registration, waivers, and induction processes); and
- c) sending marketing, promotional, and advertising communications relating to their products, services, offers, and events.

10.3. Individuals may opt out of receiving marketing communications at any time by using the unsubscribe facility included in marketing communications or by contacting the Promoter.

11. LIABILITY AND INDEMNITY

11.1. To the extent permitted by law, the Promoter (including its officers, employees, and agents) is not liable for any loss, damage, or injury suffered in connection with participation in the Promotion or access to and use of any Eligible Location, except to the extent such loss, damage, or injury is caused by the negligence or wilful misconduct of the Promoter.

11.2. Participation in the Promotion and use of any facilities is at the individual's own risk. Eligible Individuals and Guests acknowledge that use of gym facilities and equipment involves inherent risks, including the risk of personal injury.

11.3. Eligible Individuals are responsible for the conduct of their Guest and acknowledge that they may be held liable for any loss, damage, or injury caused or contributed to by their Guest while participating in the Promotion.

11.4. Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be lawfully excluded.

11.5. To the extent permitted by law, the Promoter's liability for breach of any non-excludable consumer guarantee is limited, at the Promoter's option:

- a) in the case of goods, to replacing the goods or supplying equivalent goods, or paying the cost of doing so; or
- b) in the case of services, to supplying the services again or paying the cost of having the services supplied again.

12. REFUNDS

12.1. There is no fee to enter the Promotion. Any fees paid by participants in connection with a Club Lime membership or other optional services are separate to this Promotion and are non-refundable, except as required by applicable law, including the Australian Consumer Law.

13. DISPUTES

13.1. Any disputes or complaints arising out of or in connection with the Promotion should be submitted in writing to info@viva leisure.com.au within twenty-eight (28) days of the issue arising or becoming known to the participant.

13.2. The Promoter will use reasonable endeavours to investigate and resolve any dispute in a timely manner and may, at its discretion:

- a) request additional information;

- b) determine appropriate remedies or corrective measures; and
- c) set reasonable timeframes for resolution.

13.3. Subject to clause 13.4, the Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

13.4. Nothing in these Terms limits, excludes, or restricts any rights a participant may have under the Australian Consumer Law or any other applicable law.

14. GENERAL

14.1. Failure by the Promoter to enforce any provision of these Terms will not be deemed a waiver of that provision or of the Promoter's rights.

14.2. The Promoter reserves all rights and remedies available to it at law or in equity. The exercise of any right or remedy does not preclude the exercise of any other right or remedy.

14.3. If any provision of these Terms is held to be invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force and effect.

14.4. These Terms constitute the entire agreement in relation to the Promotion and supersede all prior agreements, understandings, and representations relating to the Promotion.

14.5. The Promoter will not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure is due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labour disputes, cyber incidents, or government actions.

14.6. These Terms are governed by the laws of the Australian Capital Territory. Participants submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.