

Club Lime Hawthorn Refer A Friend 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

Eligible Individual means a current active member of Club Lime Hawthorn who successfully refers a friend during the Promotion Period via the Club Lime Refer a Friend program available at <https://www.clublime.com.au/members/?g=referafriend>.

Eligible Location means Club Lime Hawthorn.

Eligible Membership means an active Club Lime Hawthorn membership that is current and in good standing (i.e., not suspended, cancelled, or in arrears) at the time of entry and at the time of the prize draw.

Entry means a valid referral made by an Eligible Individual during the Promotion Period that results in a new member joining Club Lime Hawthorn with an active membership.

Prize means a 12-Month Club Lime Victoria State Club Membership credit.

Promotion means the Refer A Friend prize draw promotion conducted in accordance with these Terms and Conditions.

Promotion Period means the period commencing on Thursday 16 April 2026 at 12:00am (AEDT) and ending on Thursday 30 April 2026 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.

Refer a Friend Program means the Club Lime referral program through which existing members can refer prospective members to join Club Lime.

Referred Person or **Referee** means the person referred by an Eligible Individual through the Refer a Friend Program.

Referring Member or **Referrer** means an Eligible Individual who refers a Referred Person through the Refer a Friend Program during the Promotion Period.

Successful Referral means a referral where the Referred Person completes the membership sign-up process and becomes an active Club Lime Hawthorn member during the Promotion Period.

Terms and Conditions or **Terms** means these terms and conditions as may be amended from time to time.

Winner means the Eligible Individual whose Entry is drawn as the winner of the Prize in accordance with Section 8 of these Terms and Conditions.

4. PROMOTION PERIOD

Promotion Period means the period commencing Thursday 16 April 2026 at 12:00am (AEDT) and ending on Thursday 30 April 2026 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.

4.1. 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

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

5. OFFER

- a) The Offer comprises of one (1) 12-Month Club Lime Victoria State Club Membership credit.
- b) The Offer is claimable by the Winner and is non-transferable, non-exchangeable, and cannot be redeemed for cash or gift cards.
- c) The Promoter reserves the right to substitute the Offer with items of equal value at their discretion.
- d) The Winner must provide proof of identity and acknowledgement of these terms before claiming the Offer.
- e) 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 Refer A Friend offer 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 be a current Club Lime member with an active membership at the time of entry and prize draw.

6.4. The Promoter reserves the right to verify the eligibility of the Winner.

6.5. The Promoter may request additional documentation to confirm eligibility.

6.6. Failure to provide requested documentation may result in forfeiture of the Offer.

6.7. The following will not constitute valid Entries and will be excluded from the prize draw:

- a) Referrals where the Referred Person does not complete the membership sign-up process during the Promotion Period;
- b) Referrals where the Referred Person's membership is cancelled, suspended, or becomes inactive before the prize draw date;
- c) Referrals made using incorrect, incomplete, or fraudulent information;
- d) Referrals made outside the Promotion Period;
- e) Duplicate or automated referrals generated by bots, scripts, or other automated means;
- f) Self-referrals or referrals of fictitious persons;
- g) Referrals that breach these Terms and Conditions;
- h) Entries that are incomplete, illegible, or corrupted;
- i) Entries submitted by persons who are not Eligible Individuals; or
- j) Entries that the Promoter reasonably believes to be fraudulent, manipulated, or not made in the spirit of the Promotion.

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. ENTRY

7.1. To enter the Promotion, an Eligible Individual must:

- a) access the Refer a Friend Program through the Club Lime member portal at <https://www.clublime.com.au/members/?g=referafriend>;
- b) obtain their unique referral code or referral link;
- c) share their referral code or referral link with a prospective member (the Referred Person); and
- d) ensure the Referred Person successfully completes the membership sign-up process and becomes an active Club Lime Hawthorn member during the Promotion Period using the referral code or referral link.

7.2. An Entry is only valid once the Referred Person has:

- a) completed all required membership documentation;
- b) paid any applicable membership fees; and
- c) been confirmed as an active Club Lime Hawthorn member in the Promoter's system.

7.3. Entries must be received during the Promotion Period. Referrals made outside the Promotion Period, even if the membership sign-up is completed during the Promotion Period, will not be accepted.

- 7.4. Each Successful Referral made during the Promotion Period constitutes one (1) Entry into the prize draw. Eligible Individuals may submit multiple Entries by making multiple Successful Referrals during the Promotion Period. Each Entry will be included separately in the prize draw, increasing the entrant's chance of winning. There is no limit to the number of Entries an Eligible Individual may submit, provided each Entry is a genuine Successful Referral.
- 7.5. Referral codes or referral links must be used by the Referred Person at the time of their initial membership sign-up.
- 7.6. Referral codes cannot be applied retrospectively to:
- memberships that were created or commenced before the Referred Person received the referral code;
 - memberships that were already in progress or completed without a referral code;
 - existing members who are seeking to add a referral code to their account after sign-up; or
 - memberships where the Referred Person has already submitted their membership application or paid membership fees without using a referral code.

8. PRIZE DRAW

- 8.1. The Winner will be drawn on Tuesday 5th May 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 or mobile number on their account.
- 8.5. The Promoter will take reasonable steps to identify and contact the holder of the winning entry.
- 8.6. The Winner's name and suburb will be published on the Club Lime website at www.clublime.com.au within seven (7) days of the prize draw and will remain published for a minimum of twenty-eight (28) days.
- 8.7. By accepting the Prize, the Winner consents to the Promoter using their personal information for the purposes of complying with legislative requirements.

9. PRIVACY

- 9.1. 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.

10. 11. LIABILITY AND INDEMNITY

- 10.1. To the extent permitted by law, the Promoter (including its officers, employees, and agents) excludes all liability for any loss, damage, or injury (including indirect or consequential loss) suffered by any person in connection with:
- participation in this Promotion;

- b) use of or inability to use the Prize;
- c) technical difficulties or equipment malfunction;
- d) unauthorized access to or alteration of entries or personal information; or
- e) any tax implications arising from winning the Prize.

10.2. Nothing in these Terms and Conditions 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.

10.3. The Promoter's liability for breach of any non-excludable consumer guarantee is limited to, at the Promoter's option:

- a) in the case of goods, replacing the goods or supplying equivalent goods, or paying the cost of such replacement or supply; or
- b) in the case of services, supplying the services again or paying the cost of having the services supplied again.

11. REFUNDS

11.1. 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

12. DISPUTES

12.1. 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.

12.2. 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.

12.3. 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.

12.4. Nothing in this clause limits any rights a participant may have under the Australian Consumer Law.

13. GENERAL

13.1. 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.

13.2. 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.

13.3. If any provision of these Terms and Conditions is held to be invalid, unenforceable, or illegal for any reason, the remaining provisions shall continue in full force and effect.

13.4. These Terms and Conditions constitute the entire agreement between the parties concerning the Promotion and supersede all prior agreements, understandings, and representations.

13.5. 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.

13.6. 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.