

## CLUB LIME EXCLUSIVE UPFRONT OFFER TERMS AND CONDITIONS

### 1. COMPANY

- 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 "Company") 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 Company. Any such variations shall take effect immediately upon publication or notification.
- 2.3. These Terms and Conditions will be made available via <https://www.clublime.com.au/about/legal-stuff/> throughout the Promotion Period.
- 2.4. To the extent permitted by law, in the event of any inconsistency between these Terms and Conditions and any promotional or advertising material, these Terms and Conditions will prevail.

### 3. DEFINITIONS

**Direct Debit Membership** means a Club Lime membership where membership fees are charged on a periodic basis via direct debit from the member's nominated payment method, as governed by the Membership Terms and Conditions.

**Eligible Individual** means any individual who holds a current or prior membership with Club Lime and who purchases an Eligible Membership during the Promotion Period, including a current member on a Direct Debit Membership agreement, a current member holding a paid-in-full (upfront) membership due to expire between 1 May 2026 and 30 June 2026, or a former member whose previous Club Lime membership of any type has expired.

**Eligible Location** means any Club Lime facility nationally, excluding Club Lime Ballarat, Club Lime Forrestdale, Club Lime Mandurah, Club Lime Nambour and Club Lime Wanneroo.

**Eligible Membership** means a Single Club Membership, ANU Student & Alumni Membership, or Multi-Club Membership.

**Excluded Membership** includes Aquatic Memberships, Learn to Swim Memberships, Corporate Memberships, Transferred Memberships (upgrades/downgrades), GROUNDUP Multi, GROUNDUP Bundle Memberships, hiit republic Single Club, hiit republic Multi-Club Membership, Club Lime + hiit republic Dual Memberships, Club Lime + hiit republic Multi-Club Memberships, Club Lime + hiit republic + Ladies Only Club Membership and all visit passes.

**Offer** means the promotional pricing available to an Eligible Individual for the purchase of an Eligible Membership during the Promotion Period, as set out in clause 5.

**Promotional Price** means the discounted upfront price payable by an Eligible Individual for an Eligible Membership, as specified in clause 5.

**Fixed Term Membership** has the meaning given to that term in the Viva Leisure Membership Terms and Conditions and refers to a Membership paid in full for a predetermined fixed duration.

#### 4. PROMOTION PERIOD

- 4.1. The promotion commences at 12:00am (AEST) on 12 May 2026 and ends at 11:59pm (AEST) on 31 May 2026 (the "Promotion Period").
- 4.2. The Company reserves the right to amend, suspend, extend, or cancel the Promotion Period, subject to any applicable laws or regulatory requirements.
- 4.3. Upon expiry or termination of the Promotion Period access to the Offer will cease.
- 4.4. The Company accepts no liability for any loss or disappointment suffered by any person as a result of the termination of the Promotion.

#### 5. OFFER

- 5.1 The Offer comprises the following Eligible Memberships at the Promotional Prices set out below:
  - a) Club Lime Platinum 12-Month membership for \$999 (Valued at \$1,450.00)
  - b) Club Lime ANU 12-Month membership for \$799 (Valued at \$1,190.00)
  - c) Club Lime State 12-Month membership for \$799 (Valued at \$1,242.80)
  - d) Club Lime Single 12-Month membership for \$599 (Valued at \$878.80 - \$1,080.68)
- 5.2 The Activation Fee is waived for all Eligible Memberships purchased under this Offer during the Promotion Period.
- 5.3 An Eligible Membership commences immediately upon redemption.
- 5.4 The Offer is accessible only via a personalised link distributed by the Company through direct electronic communications (SMS or email) and is not available through any other channel.
- 5.5 Eligible membership types under this offer are subject to availability at each participating club. Not all Club Lime locations offer Single Memberships or all membership types included in this promotion. Availability should be confirmed with the relevant club prior to purchase.
- 5.6 The Offer is not valid in conjunction with any other offer, discount, or promotion.
- 5.7 The Offer is non-transferable, cannot be redeemed for cash, credit or refund, and cannot be applied retrospectively to prior purchases.

#### 6. ELIGIBILITY AND DISQUALIFICATION

- 6.1. To be eligible for this Offer, an individual must:
  - a) be an Eligible Individual at the time of redemption; and

b) comply with all Club Rules and the Membership Terms and Conditions, available at [www.vivaleisure.group/legal](http://www.vivaleisure.group/legal).

6.2. The Offer is not available to:

- a) individuals with overdue or unpaid Membership Fees at the time of redemption; or
- b) individuals seeking to redeem the Offer in respect of an Excluded Membership.

6.3. The Company reserves the right to verify the eligibility of any individual seeking to redeem the Offer and may, at its discretion, decline or withdraw the Offer where eligibility cannot be confirmed.

## 7. PRIVACY

7.1. You acknowledge and agree that all personal information collected, used, and retained by the Company 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.group/legal](http://www.vivaleisure.group/legal).

## 8. LIABILITY AND INDEMNITY

8.1. To the extent permitted by law, the Company (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:

- a) participation in this Promotion;
- b) access to or use of an Eligible Membership or Club Lime facilities under this Offer;
- c) technical difficulties, system outages, or equipment malfunction affecting the redemption of the Offer;
- d) unauthorised access to or alteration of a member's personal information or membership account; or
- e) any interruption, suspension, or cancellation of the Promotion in accordance with these Terms and Conditions.

8.2. 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.

8.3. The Company's liability for breach of any non-excludable consumer guarantee is limited to, at the Company'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.

## 9. REFUNDS

- 9.1. The Promotional Price paid for an Eligible Membership is non-refundable once the membership has commenced, except to the extent required by the Australian Consumer Law or other applicable legislation that cannot be lawfully excluded.
- 9.2. Nothing in this clause limits, excludes, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be lawfully excluded or modified.
- 9.3. Any entitlement to a refund or membership suspension arising from circumstances unrelated to this Offer (including medical grounds or facility unavailability) will be governed by the Membership Terms and Conditions.

## 10. DISPUTES

- 10.1. 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.
- 10.2. The Company reserves the right to determine the resolution of any dispute in its discretion, which may include:
  - a) Requesting additional information;
  - b) Determining appropriate remedies or corrective measures;
  - c) Setting reasonable deadlines for resolution.
- 10.3. Nothing in this clause limits any rights that may be available under the Australian Consumer Law.

## 11. GENERAL

- 11.1. Failure by the Company to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision or of the Company's rights.
- 11.2. The Company 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.
- 11.3. 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.
- 11.4. These Terms and Conditions constitute the entire agreement between the parties concerning the Promotion and supersede all prior agreements, understandings, and representations.

- 11.5. The Company 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.
- 11.6. 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.