

Zoo Fit Mandurah
Terms and Conditions

1. PROMOTER

- 1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSN 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 Zoo Fit.

2. ACCEPTANCE OF TERMS

- 2.1. By registering for, signing up to, or otherwise 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 by the Promoter from time to time for operational, legal, commercial, or administrative purposes. Any such variation will take effect from the date of publication or notification by the Promoter.
- 2.3. Participation in the Promotion following any variation to these Terms and Conditions constitutes acceptance of the amended Terms and Conditions.
- 2.4. In the event of any inconsistency between these Terms and Conditions and any promotional or advertising material relating to the Promotion, these Terms and Conditions prevail to the extent of the inconsistency.

3. PROMOTION OVERVIEW

- 3.1. The Zoo Fit Mandurah Presale Promotion is conducted in connection with the presale launch of Zoo Fit Mandurah located at 37 Mandurah Terrace, Mandurah WA 6210.
- 3.2. The Promotion commences at 10:00am AEST on Wednesday, 20 May 2026 and ends at 11:59pm AEST on Sunday, 26 July 2026, unless extended, varied, suspended, or terminated earlier by the Promoter in accordance with these Terms and Conditions.
- 3.3. Subject to these Terms and Conditions, Eligible Individuals who enter into an Eligible Membership during the Promotion Period may receive the promotional benefits described in clause 6.
- 3.4. The Promotion applies only to Eligible Memberships entered into at the Eligible Location during the Promotion Period and is subject to availability, operational capacity, and verification requirements determined by the Promoter.
- 3.5. Access to the Eligible Location will not commence until the club is operational and officially opened by the Promoter. Any advertised or estimated opening date is indicative only and may change from time to time.
- 3.6. The Promotion is offered subject to the Zoo Fit Membership Terms and Conditions, available at www.vivaleisure.com.au/legal, together with these Terms and Conditions. In the event of any

inconsistency, these Terms and Conditions prevail to the extent of the inconsistency in relation to the Promotion.

3.7. The Promoter reserves the right to:

- a) amend, extend, suspend, or terminate the Promotion;
- b) vary the Offer or eligibility requirements;
- c) limit the number of memberships available under the Promotion;
- d) verify the eligibility of any participant; and
- e) refuse, suspend, or revoke participation in the Promotion for operational, commercial, legal, fraud prevention, safety, or administrative reasons.

4. DEFINITIONS

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

Eligible Individual means an individual who completes a Completed Signup for an Eligible Membership at the Eligible Location during the Promotion Period and satisfies the eligibility requirements under these Terms and Conditions, but excludes any individual who has received free membership time or substantially similar promotional benefits under any Viva Leisure, Zoo Fit, or affiliated brand promotion within the three (3) months immediately preceding the Promotion Period.

Eligible Locations means Zoo Fit Mandurah located at 37 Mandurah Terrace, Mandurah WA 6210.

Eligible Membership means a Zoo Fit "Fit" or "Fit+" membership entered into on a direct debit, no fixed-term membership agreement basis at the Eligible Location during the Promotion Period and subject to the Zoo Fit Membership Terms and Conditions available at www.vivaleisure.com.au/legal, but excludes any membership category determined by the Promoter as ineligible for the Promotion.

Estimated Opening Date means the estimated date on which the Eligible Location is anticipated to open and commence operations for members, as advertised or communicated by the Promoter from time to time. The Estimated Opening Date is indicative only, subject to change, and does not constitute a guaranteed commencement date.

Offer means the promotional benefits described in clause 6 of these Terms and Conditions.

Promotion means the Zoo Fit Mandurah Presale Promotion conducted by the Promoter in accordance with these Terms and Conditions.

Promotion Period means the period commencing at 10:00am AEST on Wednesday, 20 May 2026 and ending at 11:59pm AEST on Sunday, 26 July 2026, unless extended, suspended, varied, or terminated earlier by the Promoter in accordance with these Terms and Conditions.

Promoter means Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) trading as Zoo Fit.

5. ELIGIBILITY REQUIREMENTS

- 5.1. Participation in the Promotion is open to individuals who satisfy the eligibility requirements set out in these Terms and Conditions.
- 5.2. To be eligible for the Promotion, an individual must complete a Completed Signup for an Eligible Membership at the Eligible Location during the Promotion Period.
- 5.3. Individuals who have received free membership time or substantially similar promotional benefits under any Viva Leisure, Zoo Fit, or affiliated brand promotion within the three (3) months immediately preceding the Promotion Period are not eligible to participate in the Promotion.
- 5.4. The Promotion applies only to new Eligible Memberships and does not apply to membership transfers, membership upgrades or downgrades, suspended memberships, replacement memberships, corporate memberships, prepaid memberships, fixed-term memberships, or any other membership category determined by the Promoter as ineligible.
- 5.5. The Promoter reserves the right to verify the eligibility of any individual participating in the Promotion, including by requesting identification, payment verification, membership history, or any other information reasonably required to confirm eligibility.

6. PROMOTION OFFER

- 6.1. Subject to these Terms and Conditions, each Eligible Individual who completes a Completed Signup for an Eligible Membership during the Promotion Period will receive the following promotional benefits:
 - a) \$0 joining fee;
 - b) \$0 access pass fee; and
 - c) a promotional credit equivalent to up to eight (8) weeks of standard membership fees applicable to the Eligible Membership.
- 6.2. The Offer will be applied to the Eligible Membership following successful completion of the Completed Signup process, including payment of any applicable upfront or pro-rata membership fee.
- 6.3. Any applicable pro-rata membership fee remains payable at the time of signup in accordance with the applicable Zoo Fit Membership Terms and Conditions. Promotional credits associated with the Offer will not be applied unless and until all required upfront amounts have been successfully processed.
- 6.4. Promotional credits provided under the Offer:
 - a) will be applied to the Eligible Membership account only;
 - b) have no cash value;
 - c) are non-transferable and non-refundable; and

d) cannot be exchanged, substituted, redeemed for cash, or applied to any other product, service, fee, or membership unless otherwise determined by the Promoter.

6.5. The Offer cannot be used in conjunction with any other offer, promotion, discount, corporate arrangement, referral incentive, or promotional benefit unless expressly approved by the Promoter.

6.6. The Offer does not apply to individuals renewing, reactivating, or rejoining a membership where the individual has received free membership time or substantially similar promotional benefits under any Viva Leisure, Zoo Fit, or affiliated brand promotion within the three (3) months immediately preceding the Promotion Period.

7. MEMBERSHIP ACTIVATION AND CLUB OPENING

7.1. Access to the Eligible Location and commencement of membership usage is deferred until the Eligible Location is operational and officially opened by the Promoter.

7.2. The Estimated Opening Date is indicative only and is subject to change due to operational, construction, regulatory, staffing, supply, safety, or other factors outside the Promoter's control.

7.3. The Promoter does not guarantee that the Eligible Location will open on the Estimated Opening Date and reserves the right to amend, delay, postpone, or vary the opening date at any time where necessary.

7.4. Subject to applicable law, including the Australian Consumer Law, changes to the Estimated Opening Date do not entitle an Eligible Individual to compensation for indirect or consequential loss arising from any delay, postponement, or change to the opening date.

7.5. Membership billing, promotional credits, and membership activation will be administered in accordance with the applicable Zoo Fit Membership Terms and Conditions and any operational directions issued by the Promoter in connection with the club opening.

7.6. The Promoter may communicate updates regarding the Estimated Opening Date, club access, membership activation, and operational commencement using the contact details provided by the Eligible Individual during signup.

8. CANCELLATION AND MEMBERSHIP CHANGES

8.1. Any cancellation or change to an Eligible Membership remains subject to the applicable Zoo Fit Membership Terms and Conditions, including any applicable notice periods and fees.

8.2. If an Eligible Individual cancels their Eligible Membership during any promotional free period, any remaining promotional credit or free membership time will be forfeited and will not be refunded, reinstated, transferred, or credited.

8.3. Except as required by law, promotional benefits provided under the Promotion:

a) are non-transferable;

- b) are not redeemable for cash; and
- c) cease upon cancellation or termination of the Eligible Membership.

9. EXCLUSION AND DISQUALIFICATION

9.1. The Promoter reserves the right to refuse, suspend, or cancel participation in the Promotion where it reasonably believes that:

- a) an individual does not satisfy the eligibility requirements for the Promotion;
- b) false or misleading information has been provided;
- c) the Promotion has been misused, manipulated, or used contrary to its intended purpose; or
- d) these Terms and Conditions or the applicable Zoo Fit Membership Terms and Conditions have been breached.

9.2. Where participation in the Promotion is refused, suspended, or cancelled, the Promoter may remove or refuse to apply any promotional benefit associated with the Eligible Membership.

9.3. Except as required by law, individuals are not entitled to any cash payment, refund, compensation, or replacement benefit arising from any exclusion, suspension, or disqualification under this clause.

10. REFUNDS AND CONSUMER RIGHTS

10.1. Except as otherwise required by law, all fees and costs paid in accordance with these terms are non-refundable.

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.

12. DISPUTES

12.1. Any disputes or complaints arising in connection with the Promotion should be submitted in writing to info@vivaleisure.com.au.

12.2. The Promoter will seek to resolve complaints reasonably and in accordance with applicable 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. 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.

13.4. 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.