

## Club Lime Nambour Win Wellness Pack 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 and GROUNDUP Wellness.

### 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.
- 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

**Eligible Individual** means an individual that signs up to Club Lime Nambour during the promotion period.

**Entry** means one (1) automatic entry into the Prize Draw upon purchasing an Eligible Membership during the Promotion Period.

**Eligible Location** means Club Lime Nambour.

**Eligible Membership** means a new Club Lime Nambour membership purchased by an Eligible Individual during the Promotion Period. Membership transfers, reactivations, upgrades, and renewals are not Eligible Memberships.

**Prize** means the Wellness Pack described in clause 5.

**Promotion** means the prize draw promotion conducted in accordance with these Terms and Conditions.

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

### 4. PROMOTION PERIOD

- 4.1. The Promotion Period commences on Saturday 1<sup>st</sup> February 2025 at 12:00am (AEST) and ends on Sunday 27<sup>th</sup> September 2026 at 11:59pm (AEST). 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. PRIZE

5.1. The Promotion provides Eligible Individuals the opportunity to enter a draw to win the Prize.

5.2. The Prize comprises of:

- a) one (1) Garmin Forerunner 165 Music valued at AUD \$499;
- b) one (1) LSKD gift voucher valued at AUD \$500;
- c) one (1) Supp Society gift voucher valued at AUD \$200; and
- d) one (1) Prepaid Mastercard valued at AUD \$200.

5.3. The total Prize value is AUD \$1,399.

5.4. The Winner will be contacted using the contact details provided at the time of joining Club Lime Nambour to arrange collection of the Prize.

5.5. The Prize is claimable by the Winner only and is non-transferable, non-exchangeable and cannot be redeemed for cash, except for the Prepaid Mastercard component of the Prize.

5.6. The Promoter reserves the right to substitute any component of the Prize with a prize of equal or greater value if any component becomes unavailable for reasons beyond the Promoter's reasonable control.

5.7. The Promoter may require proof of identity before awarding the Prize.

5.8. The Winner must claim the Prize within thirty (30) days of being notified. If the Prize is not claimed within this period, the Promoter will conduct a redraw in accordance with clause 9.

5.9. This Promotion is a game of chance. Skill plays no part in determining the Winner.

5.10. Purchasing an Eligible Membership under another advertised Club Lime membership offer during the Promotion Period does not prevent an Eligible Individual from entering this Promotion, provided all eligibility requirements under these Terms and Conditions are satisfied.

## 6. ELIGIBILITY AND DISQUALIFICATION

6.1. To be eligible, an entrant must satisfy the definition of an Eligible Individual.

6.2. Eligible Individuals must purchase a new Club Lime Nambour membership during the Promotion Period and remain an active Club Lime member at the time of the Prize Draw.

6.3. Employees of the Promoter, Viva Leisure Ltd or its subsidiaries are not permitted to enter the Promotion.

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

6.5. The Promoter may request proof of identity and membership status to confirm eligibility.

6.6. Failure to provide requested documentation within a reasonable timeframe may result in disqualification.

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

- e) More than one (1) Entry per person;
- f) Entries submitted by individuals who are not Eligible Individuals; or
- g) 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 purchase a Club Lime Nambour membership during the Promotion Period.

7.2. Entry into the Promotion is automatic upon purchase of an Eligible Membership.

7.3. Each Eligible Individual will receive one (1) Entry only.

7.4. Multiple Entries from the same individual will not be accepted.

7.5. All valid entrants will have an equal chance of winning.

## **8. PRIZE DRAW**

8.1. The Winner will be selected by random draw from all valid Entries received during the Promotion Period.

8.2. The draw will take place on **Wednesday 30<sup>th</sup> September 2026** at 12:00pm (AEST) at the Promoters Head Office.

8.3. The draw will be conducted by the Promoter.

8.4. One (1) Winner will be selected.

8.5. The Winner will be contacted using the contact details provided when joining Club Lime Nambour.

8.6. The Promoter accepts no responsibility for incorrect or incomplete contact information provided by entrants.

8.7. The Promoter will take reasonable steps to identify and contact the Winner.

8.8. The Winner's first name and suburb may be published on the Club Lime website at [www.clublimes.com.au](http://www.clublimes.com.au) within a reasonable timeframe after the draw and will remain published for a minimum of twenty-eight (28) days.

8.9. If the Winner cannot be contacted, is ineligible, has cancelled their membership before the Prize Draw, or does not claim the Prize within thirty (30) days of notification, the Promoter reserves the right to conduct a redraw.

8.10. By accepting the Prize, the Winner consents to the Promoter using their personal information for the purposes of administering the Promotion and complying with legislative requirements.

## 9. REDRAW

### 9.1. 9.1. If:

- a) the Winner cannot be contacted after the Promoter has taken reasonable steps to do so;
  - b) the Winner is found to be ineligible;
  - c) the Winner fails to claim the Prize within thirty (30) days after being notified; or
  - d) the Prize is otherwise forfeited in accordance with these Terms and Conditions,
- the Promoter may conduct a redraw from the remaining valid Entries.

9.2. Any redraw will take place at the same location and using the same method as the original draw on a date determined by the Promoter that is no earlier than thirty-one (31) days after the original draw.

9.3. The redraw winner will be notified using the contact details provided in their Entry within seven (7) days of the redraw.

9.4. These Terms and Conditions apply to any redraw winner as though they were the original Winner.

### PRIVACY

9.5. 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).

## 10. MARKETING

10.1. By entering the Promotion, entrants acknowledge that the Promoter may collect and use their personal information for the purposes of administering the Promotion in accordance with Viva's Privacy Policy.

10.2. Where an entrant has expressly consented to receiving marketing communications, the Promoter and its related entities may use the entrant's personal information to send promotional and marketing communications regarding products, services, offers and events. Entrants may opt out of receiving marketing communications at any time by using the unsubscribe facility included in such communications or by contacting the Promoter.

## 11. MEMBERSHIP TERMS

11.1. The Winner must agree to and comply with the applicable Club Lime Membership Terms and Conditions as a condition of receiving and using the Prize.

11.2. To the extent of any inconsistency between these Promotion Terms and the Club Lime Membership Terms and Conditions, the Club Lime Membership Terms and Conditions prevail in relation to the operation and use of the membership.

## 12. LIABILITY AND INDEMNITY

12.1. 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:

- a) 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.

12.2. 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.

12.3. 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.

### 13. REFUNDS

13.1. 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

### 14. DISPUTES

14.1. 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.

14.2. 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.

14.3. All decisions made by the Promoter in respect of disputes are final and binding. No correspondence will be entered into.

14.4. Clause 14.3 is subject to any rights available under applicable law, and nothing in this clause limits any rights a participant may have under the Australian Consumer Law.

### 15. GENERAL

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.
- 15.4. These Terms and Conditions constitute the entire agreement between the parties concerning the Promotion and supersede all prior agreements, understandings, and representations.
- 15.5. 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.
- 15.6. These Terms and Conditions are governed by the laws of the Australian Capital Territory.