

ZOO FIT WA MEMBER VISIT GIVEAWAY 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 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 and Zoo Fit.

2. ACCEPTANCE OF TERMS

- 2.1. Participation in the Promotion is subject to these Terms and Conditions.
- 2.2. By participating in the Promotion, each Participant acknowledges that they have read, understood and agree to be bound by these Terms and Conditions.
- 2.3. To the extent permitted by law, 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.
- 2.4. The Promoter may amend these Terms and Conditions only where permitted, by applicable laws and regulatory requirements. If the Promotion has commenced, any amendment, cancellation or withdrawal will be subject to any required regulatory approval.

3. PROMOTION OVERVIEW

- 3.1. The Zoo Fit WA Member Visit Giveaway is conducted to thank eligible Club Lime members in Western Australia while selected Club Lime locations transition towards Zoo Fit.
- 3.2. The Promotion commences at 12:00am AWST on Wednesday, 1 July 2026 and ends at 11:59pm AWST on Thursday, 31 December 2026, unless extended, suspended, varied or terminated earlier in accordance with these Terms and Conditions and applicable law.
- 3.3. During each Monthly Promotion Period, Eligible Individuals who record at least one verified visit to a Participating Location will enter into the monthly draw for that Participating Location, subject to these Terms and Conditions.
- 3.4. The Promotion is a game of chance. Skill plays no part in determining the winners.
- 3.5. Entry into the Promotion is free. No additional fee is charged to participate, and any membership fees relate solely to the underlying Club Lime membership and not to entry into the Promotion.
- 3.6. The Promotion is offered subject to the applicable Club Lime membership terms and conditions, Viva Leisure policies, club rules and these Terms and Conditions.

4. DEFINITIONS

Draw means the random selection process conducted by or on behalf of the Promoter to determine winners in accordance with clause 10.

Eligible Individual means a person who satisfies the eligibility requirements in clause 5.

Eligible Membership means a current Club Lime membership attached to, or used at, a Participating Location during the relevant Monthly Promotion Period, which remains in Good Standing at the time Entries are validated and at the time of the relevant Draw.

Entry means an entry into the Promotion allocated in accordance with clause 6.

Good Standing means a membership that is current and has not been cancelled, terminated, suspended for breach, or fallen into arrears at the relevant time.

Monthly Promotion Period means each calendar month during the Promotion Period, being July, August, September, October, November and December 2026.

Participant means an Eligible Individual who receives a valid Entry in accordance with these Terms and Conditions.

Participating Location means, for the relevant Monthly Promotion Period, one of the following Zoo Fit locations:

- a) **July 2026:** Wanneroo, Mandurah, Butler, Clarkson, Port Kennedy, Kennedy Park and Forrestdale;
- b) **August 2026:** Mandurah, Butler, Clarkson, Port Kennedy, Kennedy Park and Forrestdale;
- c) **September 2026:** Butler, Clarkson, Port Kennedy, Kennedy Park and Forrestdale;
- d) **October 2026:** Butler, Kennedy Park and Forrestdale;
- e) **November 2026:** Butler, Kennedy Park and Forrestdale; and
- f) **December 2026:** Butler, Kennedy Park and Forrestdale.

For the avoidance of doubt, an Eligible Individual is only entitled to receive an Entry for a visit recorded at a Participating Location during the Monthly Promotion Period in which that location is listed above.

Prize means a prize described in clause 8.

Promotion means the Zoo Fit WA Member Visit Giveaway conducted by the Promoter in accordance with these Terms and Conditions.

Promotion Period means the period commencing at 12:00am AWST on Wednesday, 1 July 2026 and ending at 11:59pm AWST on Thursday, 31 December 2026, unless extended, suspended, varied or terminated earlier in accordance with these Terms and Conditions and applicable law.

Promoter means Viva Leisure Operations Pty Ltd (ABN 20 609 536 665).

5. ELIGIBILITY

5.1. Entry into the Promotion is open to individuals who:

- a) are residents of Australia;
- b) hold an Eligible Membership during the relevant Monthly Promotion Period;
- c) record at least one verified visit to a Participating Location during the relevant Monthly Promotion Period;
- d) remain in Good Standing at the time Entries are validated and at the time of the relevant Draw; and
- e) satisfy these Terms and Conditions.

5.2. Participants under 18 years of age may be required to have a parent, guardian or Primary Account Holder claim or accept any Prize on their behalf. The Promoter may refuse to award any Prize or component of a Prize to a person under 18 years of age where the Prize is unsuitable, age restricted, or cannot reasonably be provided to a minor.

5.3. The following individuals are not eligible to enter or win:

- a) employees, officers and directors of the Promoter and its related entities;
- b) any person involved in the administration, management, conduct or determination of winners of the Promotion;

- c) the immediate family members of any person listed in paragraphs (a) to (b), including spouses, de facto partners, parents, children and siblings; and
- d) any other person reasonably determined by the Promoter to be ineligible due to their involvement in the Promotion.

5.4. The Promoter reserves the right to verify the eligibility of any Participant and may request information or documentation reasonably required for this purpose. Failure to provide such information may result in disqualification.

6. HOW TO ENTER

- 6.1. Entry into the Promotion is automatic. No separate entry form, purchase, fee, submission or registration is required.
- 6.2. For each Monthly Promotion Period, an Eligible Individual will receive one (1) Entry for the relevant Participating Location where they record at least one verified visit during that month.
- 6.3. A verified visit may include a recorded access pass scan, app-based entry, staff-verified attendance record, or any other attendance record accepted by the Promoter.
- 6.4. A Participant may receive a maximum of one (1) Entry per Participating Location per Monthly Promotion Period, regardless of the number of visits recorded at that Participating Location during that month.
- 6.5. Entries are not transferable, cannot be exchanged, sold or gifted, and cannot be carried over into a later Monthly Promotion Period.

7. ENTRY VALIDATION AND VERIFICATION

- 7.1. Entries will be calculated and recorded by the Promoter after the end of each Monthly Promotion Period based on the Promoter's membership, access control and attendance records.
- 7.2. The Promoter accepts no responsibility for Entries that are not recorded due to incorrect member details, failure to scan or record access, technical issues, system errors, network outages, or circumstances outside the Promoter's reasonable control.
- 7.3. The Promoter may, acting reasonably, disqualify any Participant or invalidate any Entry where:
 - a) the Participant does not meet the eligibility requirements;
 - b) the Entry is incomplete, invalid, duplicated, manipulated, fraudulent, misleading, or cannot be verified;
 - c) the Entry was obtained through tailgating, unauthorised access, misuse of an access pass, or breach of membership terms or club rules;
 - d) the associated Eligible Membership is cancelled, terminated, suspended for breach, or in arrears at the time of entry or at the time of the draw; or
 - e) the Participant has breached these Terms and Conditions or any applicable membership terms, club rules, behavioural policies or health and safety requirements.

8. PRIZE STRUCTURE

- 8.1. One (1) winner will be selected per location, per month throughout the promotion period.
- 8.2. Prizes will be awarded monthly during the Promotion Period, with a random draw conducted for each Participating Location where valid Entries have been recorded for the relevant Monthly Promotion Period.

8.3. Subject to clause 9, for each Participating Location during each Monthly Promotion Period, the following Prizes will be awarded:

- a) two (2) × RDN Creatine Monohydrate 375g, each with an approximate retail value of AUD \$49.95;
- b) two (2) × Gorilla X Labs Pre Workout (40 Serve), each with an approximate retail value of AUD \$79.95;
- c) one (1) × Rule 1 Whey Blend 900g, with an approximate retail value of AUD \$149.95;
- d) one (1) × Zoo Fit Fit+ 12 Month Membership, with an approximate retail value of AUD \$749.00; and

8.4. In addition to the Prizes awarded at each Participating Location under clause 8.2:

- a) one (1) LSKD gift voucher with a value of AUD \$250.00 will be awarded during each Monthly Promotion Period; and
- b) during the July 2026 and August 2026 Monthly Promotion Periods only, four (4) Fremantle Football Club General Admission vouchers, each with an approximate retail value of AUD \$65.00, will also be awarded.

8.5. The total approximate retail value of the Prize pool for each Monthly Promotion Period is:

- a) July 2026: AUD \$8,621.25;
- b) August 2026: AUD \$7,462.50;
- c) September 2026: AUD \$6,043.75;
- d) October 2026: AUD \$3,726.25;
- e) November 2026: AUD \$3,726.25; and
- f) December 2026: AUD \$3,726.25.

8.6. The total approximate retail value of all Prizes available during the Promotion Period is AUD \$33,306.25.

8.7. Each valid Entry has an equal chance of being selected in the relevant Draw for the relevant Participating Location.

8.8. Unless otherwise stated, each Participant may win a maximum of one (1) Prize per Monthly Promotion Period, but may be eligible to win in later Monthly Promotion Periods.

9. PRIZE CONDITIONS

9.1. Prizes are subject to availability and any conditions imposed by the Promoter or the relevant prize supplier.

9.2. Prizes are not transferable, exchangeable or redeemable for cash or any other goods or services, except where required by law.

9.3. The Promoter reserves the right to substitute a Prize, or any component of a Prize, with a prize of equal or greater value where reasonably necessary due to circumstances beyond the Promoter's control, subject to applicable laws and regulatory requirements.

9.4. Any costs associated with accepting, collecting, activating or using a Prize, including travel, transport, parking, accommodation, food, beverages or incidental expenses, are the responsibility of the winner unless expressly stated otherwise.

9.5. Where a Prize includes event tickets, the ticket component is subject to ticketing terms, venue conditions of entry, event scheduling, availability and any applicable third-party supplier terms. The Promoter is not

responsible for event cancellation, postponement, seating changes or other matters outside its reasonable control.

9.6. Where a Prize includes products or vouchers supplied by a third party, the Prize may be subject to supplier terms, availability, expiry dates, redemption processes, size availability and stock limitations.

9.7. Memberships provided in accordance with these Terms and Conditions are subject to the Membership Terms and Conditions and the Membership Terms and Conditions prevail to the extent of any inconsistency with Terms.

9.8. The Promoter makes no representations or warranties regarding the quality, suitability or fitness for purpose of any Prize, except as required by law.

10. PRIZE DRAW

10.1. The Draw for each Monthly Promotion Period will be conducted at 10:00am AWST on the following dates:

- a) for the July 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 July 2026 and 31 July 2026 (inclusive)), on 10 August 2026;
- b) for the August 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 August 2026 and 31 August 2026 (inclusive)), on 10 September 2026;
- c) for the September 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 September 2026 and 30 September 2026 (inclusive)), on 12 October 2026;
- d) for the October 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 October 2026 and 31 October 2026 (inclusive)), on 10 November 2026;
- e) for the November 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 November 2026 and 30 November 2026 (inclusive)), on 10 December 2026; and
- f) for the December 2026 Monthly Promotion Period (covering Eligible Visits recorded between 1 December 2026 and 31 December 2026 (inclusive)), on 11 January 2027.

10.2. Each Draw will be conducted at the Promoter's registered office at DKS N 2.0 North Building, Level 3, 23 Challis Street, Dickson ACT 2602, or another location determined by the Promoter, on the applicable date specified in clause 10.1.

10.3. Participants must remain eligible under these Terms and Conditions at the time of the relevant Draw and at the time the Prize is awarded.

10.4. If an Entry drawn is deemed invalid or the selected Participant is ineligible, that Entry will be disregarded and a new Entry will be drawn in its place.

10.5. If practicable, members of the public may be given the opportunity to witness the Draw. If this is not practicable, the Promoter will retain audit records confirming the Draw process in accordance with applicable law.

11. NOTIFICATION OF WINNERS

11.1. Winners will be notified by email, phone, SMS, in-app notification, in-club notification, or any other method reasonably available to the Promoter using the contact details associated with their membership, within seven (7) days of the relevant Draw.

11.2. It is the responsibility of each Participant to ensure their contact details are accurate and up to date. The Promoter accepts no responsibility for any failure to notify a winner due to incorrect, incomplete or outdated contact details.

11.3. The Promoter will take reasonable steps to identify and contact each winner using the information available in the Promoter's membership records.

12. PRIZE CLAIM

12.1. A winner must claim their Prize by responding to the notification or complying with any instructions provided by the Promoter within fourteen (14) days of being notified.

12.2. To claim a Prize, a winner may be required to:

- a) provide proof of identity;
- b) confirm their eligibility;
- c) confirm their preferred collection, delivery or redemption method where applicable;
- d) obtain parent, guardian or Primary Account Holder consent where the winner is under 18 years of age; and
- e) provide any other information reasonably requested by the Promoter.

12.3. If a winner does not claim the Prize within the time specified, fails to provide required information, cannot be contacted despite reasonable steps, or is deemed ineligible, the Prize will be deemed unclaimed.

13. REDRAW

13.1. If a Prize is unclaimed, the selected winner is ineligible, or an Entry is deemed invalid, the Promoter will conduct a redraw for the relevant Prize.

13.2. Any redraw will be conducted electronically using the same process as the original Draw from the remaining valid Entries for the relevant Participating Location and Monthly Promotion Period.

13.3. The winner of any redraw will be notified in accordance with clause 11.

14. PUBLICATION OF WINNERS

14.1. Where permitted by law, the Promoter may publish or communicate a winner's first initial, surname, suburb and/or Participating Location on the Promoter's website, social media channels, in-club communications, email communications or other promotional channels within thirty (30) days of the relevant Draw or redraw.

14.2. Any publication of winner details will be conducted in accordance with applicable privacy laws and the Promoter's Privacy Policy.

15. PRIVACY

15.1. The Promoter may collect, use and disclose Personal Information for the purposes of administering the Promotion, verifying eligibility, calculating and validating Entries, conducting Draws, notifying winners, awarding Prizes, publishing winner details where permitted, and complying with legal and regulatory obligations.

15.2. Personal Information collected, used and retained by the Promoter in connection with the Promotion will be handled in accordance with Viva's Privacy Policy and collection notice, available at www.vivaleisure.com.au/legal.

15.3. If a Participant does not provide information reasonably requested by the Promoter, the Participant may be ineligible to enter, win or receive a Prize.

15.4. The Promoter will retain records relating to the Promotion, including Entries and Draw records, for at least twelve (12) months after the end of the Promotion Period or longer where required by law.

16. MARKETING

- 16.1. The Promoter may communicate with Eligible Individuals about the Promotion using contact details held by the Promoter.
- 16.2. Any personal information collected and used for marketing purposes will be handled in accordance with Viva's Privacy Policy and applicable laws.

17. LIABILITY AND INDEMNITY

- 17.1. To the extent permitted by law, by participating in the Promotion, each Participant releases, discharges and holds harmless the Promoter, its officers, directors, employees, agents, contractors, affiliates, suppliers and related entities from any liability, loss, damage, injury, claim or expense arising out of or in connection with participation in the Promotion, acceptance or use of any Prize, or use of any Club Lime or Zoo Fit facility or equipment.
- 17.2. Nothing in these Terms and Conditions excludes, restricts or modifies any rights or remedies that cannot be excluded, restricted or modified under the Australian Consumer Law or any other applicable law.

18. WARRANTIES AND CONSUMER GUARANTEES

- 18.1. To the fullest extent permitted by law, the Promoter makes no warranties, representations or guarantees, whether express or implied, in relation to any Prize or benefit awarded through the Promotion, including but not limited to merchantability or fitness for purpose.
- 18.2. Where liability cannot be excluded under the Australian Consumer Law or other relevant consumer protection laws, the Promoter's liability is limited to the extent permitted by law.
- 18.3. Nothing in these Terms and Conditions excludes or modifies any guarantees, rights or remedies provided by the Australian Consumer Law or other applicable legislation which cannot be excluded, restricted or modified.

19. MEMBERSHIP TERMS

- 19.1. Participation in the Promotion does not amend, vary or override any applicable Club Lime membership terms and conditions, payment obligations, access conditions, minimum term obligations, cancellation terms, club rules, policies or behavioural requirements.
- 19.2. All fees, charges, access rights and obligations relating to any membership remain governed by the applicable membership terms and conditions.
- 19.3. If an Eligible Membership is cancelled, terminated, suspended for breach, or falls into arrears before Entries are validated or before a Prize is awarded, any associated Entries may be removed and any Prize may be forfeited, subject to applicable law.

20. PERMIT AND REGULATORY DETAILS

- 20.1. The Promotion is intended to be conducted in Western Australia as a trade promotion lottery under the prescribed conditions in Regulation 36A and Schedule 5 of the Gaming and Wagering Commission Regulations 1988 (WA).
- 20.2. Where required by applicable law, the Promoter will lodge a copy of these Terms and Conditions with the Gaming and Wagering Commission before commencement of the Promotion.
- 20.3. If the Promotion has commenced, these Terms and Conditions will not be amended, and the Promotion will not be cancelled or withdrawn, except in accordance with applicable law and any required regulatory approval.

21. DISPUTES

- 21.1. Any disputes or complaints arising out of or in connection with the Promotion should be submitted in writing to info@vivaleisure.com.au within twenty-eight (28) days of the dispute arising or becoming known to the Participant.
- 21.2. The Promoter will review and respond to any dispute in a timely manner and may, acting reasonably, request additional information, determine appropriate resolutions or corrective measures, and set reasonable timeframes for resolving the dispute.
- 21.3. The Promoter's decisions in relation to the administration of the Promotion will be made in good faith and in accordance with these Terms and Conditions.
- 21.4. Nothing in this clause limits, excludes or modifies any rights or remedies available to Participants under applicable laws, including the Australian Consumer Law.

22. GENERAL

- 22.1. Failure by the Promoter to enforce any provision of these Terms and Conditions will not be deemed a waiver of that provision or of the Promoter's rights.
- 22.2. 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.
- 22.3. If any provision of these Terms and Conditions is held to be invalid, unenforceable or illegal, that provision will be severed and the remaining provisions will continue in full force and effect.
- 22.4. These Terms and Conditions constitute the entire agreement in relation to the Promotion and supersede all prior agreements, understandings and representations relating to the Promotion.
- 22.5. The Promoter will not be liable for any delay or failure to perform its obligations under these Terms and Conditions 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, supply issues, venue closures, event cancellations, construction delays or government actions.
- 22.6. 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.