

YMCA 'NO JOINING FEE + 4 WEEKS FREE' PROMOTION - TERMS AND CONDITIONS (Terms)

1. OFFER AND ELIGIBILITY

- (a) This 'No joining fee + 4 weeks free' promotion (**Promotion**) is offered by Victorian YMCA Community Programming Pty Ltd (ABN 75 092 818 445) of 502/990 Whitehorse Rd, Box Hill VIC 3128 (**YMCA**).
- (b) By participating in the Promotion, you agree to be bound by these Terms.
- (c) The promotion is only available to be used at Hawthorn Aquatic and Leisure Centre, Boroondara Sports Complex & Ashburton Pool and Recreation Centre (**Participating Centres**)
- (d) The Promotion is only available to be used for the following membership types at Participating Centres:
 - (i) access memberships
 - (ii) aquatic memberships
 - (iii) active adult memberships
- (e) The Promotion will commence on 21 February 2024 and members of the public will be invited individually by YMCA via email to participate in the Promotion (**Offer Email**). Anyone who receives an Offer Email will have until 30 days after receipt of an Offer Email to participate in the Promotion (**Promotion Period**).
- (f) To be eligible for the Promotion:
 - (i) you must not be an existing member at the relevant Participating Centre;
 - (ii) you must have received (and be able to produce on request) an Offer Email; and
 - (iii) you must, within the Promotion Period, complete your registration for an Applicable Membership either online or in person at a Participating Centre with a minimum contract period of 26 weeks,**(Eligible Persons)**.

(g) For the avoidance of doubt, the Promotion does not apply to the following products/programs:

- (i) any swimming lessons;
- (ii) any gymnastics lessons; and
- (iii) stadium memberships.

(h) The Promotion is not valid in conjunction with other offers or discounts unless approved in writing by YMCA.

1. SIGN UP TERMS

(a) Any Eligible Persons will not be required to pay:

- a. the sign-up fee that would otherwise apply when you join up for that type of Applicable Membership at the Participating Centre; or
- b. the membership fees that would otherwise apply to that Applicable Membership at the Participating Centre for the first 4 (four) weeks of their membership,
(Discount)

(b) All other applicable fees and charges in respect of the Applicable Membership will be payable in accordance with the applicable membership terms. Your membership will otherwise be governed by such membership terms.

(c) The Promotion is only available at Participating Centres.

2. PRIVACY

(a) YMCA is committed to protecting your privacy when you engage with us. YMCA supports and endorses the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) and will only collect, use, disclose, and store personal information in accordance with these principles.

(b) By entering this Promotion, entrants agree to YMCA's privacy policy available at [<https://victoria.ymca.org.au/privacy-policy>] and acknowledge that all information collected will be treated in accordance with YMCA's privacy policy.

- (c) YMCA collects personal information in order to conduct the Promotion and may, for the above purposes, disclose such personal information to third parties, including but not limited to agents, contractors, service providers and as required, to regulatory authorities. Personal information may be used for marketing purposes in the future. Entrants should direct any request to opt out, access, update or correct information to YMCA.

3. MISCELLANEOUS

- (a) Any dispute or situation not covered by these terms, will be resolved by YMCA management in a manner it deems to be fair (acting reasonably).
- (b) These Terms are governed by the laws of Victoria, Australia.
- (c) Members will be bound by their terms of membership with YMCA. To the extent of any inconsistency between the terms of membership and these Terms, these Terms will take priority.
- (d) YMCA reserves the right, at any time, to verify the validity of persons and reserves the right, in its reasonable discretion, to disqualify any persons from the Promotion where YMCA is unable to determine whether they are an Eligible Person. Errors and omissions may be accepted at YMCA's discretion. Failure by YMCA to enforce any of its rights at any stage does not constitute a waiver of those rights.
- (e) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
- (f) **Exclusion of liability:** Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, YMCA (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in connection with the Promotion, including (without limitation) due to: (a) any technical difficulties or equipment malfunction (whether or not under YMCA's control); (b) any theft, unauthorised access or third party

interference; (c) any tax liability incurred by an Eligible Person or entrant; (d) taking and/or using of the Discount; or (e) the Promotion.

(g) **Costs:** Any costs associated with accessing the Promotion is the Eligible Persons' responsibility.

(h) In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside YMCA's reasonable control that would reasonably prevent the Promotion from occurring or the Discount from being granted or used, YMCA is entitled to cancel, terminate, modify or suspend the Promotion and/or the Discount subject to written direction from any relevant regulatory authority if required.

(i) If for any reason the Promotion is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond YMCA's control which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, YMCA is entitled in its sole discretion to cancel, terminate, modify or suspend the Promotion subject to written direction from any relevant regulatory authority if required.