

YMCA 'ACTIVE MINUTES CHALLENGE' PHASE 2 PROMOTION - TERMS AND CONDITIONS (Terms)

1. OFFER AND ELIGIBILITY

I. This 'Active Minutes Challenge' 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**).

- A. To be eligible for the \$0 sign up and two weeks free Promotion you must not be an existing member at the relevant Participating Centres;
1. you must become a member at that nominated participating centre
 2. For the avoidance of doubt, the Promotion does not apply if you sign up for swimming lessons, gymnastics or other program memberships.

II. The Promotion is not valid in conjunction with other offers, unless approved in writing by YMCA.

III. By participating in the Promotion, you agree to be bound by these Terms.

IV. The Promotion is available at Brunswick Baths, Coburg Leisure Centre, Fawkner Leisure Centre, Oak Park Sport and Aquatic Centre (**Participating Centres**) between the dates of 11 January 2022 and 8 February 2022. (**Promotion Period**). Each centre may have a varying Promotion Period within this timeframe.

2. TERMS

V. If you meet the criteria set out in clauses I(A), you will receive a \$0 sign up and two weeks free to one of our Participating Centres during the Promotion Period.

VI. All other applicable fees and charges in respect of the membership will be payable in accordance with the applicable membership terms. Your membership will otherwise be governed by such membership terms.

VII. The Promotion is only available at Participating Centres.

3. PRIVACY

VIII. IX YMCA handles all personal information in accordance with its Privacy Policy at YMCA Victoria.

4. MISCELLANEOUS

IX. YMCA reserves the right to amend, cease and / or revoke the Promotion prior to the end of the Promotion Period in its sole discretion and without notice.

X. To the extent permitted by law, YMCA will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with the Promotion.

XI. 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).

XII. These Terms are governed by the laws of Victoria, Australia.

- A. Members and Participants 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.