

Spring Promotion Terms and Conditions

1. Interpretation and precedence

1.1 Definitions

In this Agreement, the following definitions apply:

Applicant means a person who submits or intends to join up during the promotional period

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Council means the Rural City of Wangaratta.

Giveaway means the retention promotion for any member who enters WSAC.

Member means the current Member of Wangaratta Sports and Aquatic Centre, with direct debit membership fully paid.

Prize means a gift under the value of \$50 and is available subject to demand levels.

Promotion means the Spring Promotion.

Promotion Period means a 3-month period commencing on the 1st of September ending on the 30th of November 2024

Recipient means a member who receives giveaway prize.

Representative means any person acting for or on behalf of a party and includes any director, officer, employee, agent, contractor or sub-contractor of the party.

Visit means individual visits to the centre. Members may record multiple entries on the same day, provided they are separate visits.

WSAC means Wangaratta Sports & Aquatic Centre, being the promoter of the Offer.

SPORTS & AQUATIC CENTRE

1. 2 Interpretation

In this Agreement:

- a) If a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- b) words such as including or for example do not limit the meaning of the words preceding them;
- c) no provision of this Agreement will be construed to the disadvantage of a party merely because that party was responsible for preparing this Agreement or including the provision in this Agreement;
- d) all monetary amounts are expressed in Australian Dollars (\$AUD); and
- e) parties must perform their obligations on the dates and times fixed by reference to Wangaratta, Victoria.

2. Eligibility to Join

An Applicant must:

- a) be at least 13 years of age at the commencement of the Promotion Period.

3. Conditions of 20 visit giveaway

- a. The member must get their visit card stamped upon entry by a WSAC staff member.
- b. Visits are to be recorded on visit stamp cards. PerfectGym system can be used to record after hours visits through 24/7 door.
- c. Once the member accumulates 20 visits during the promotion period; they can present to customer service during staffed hours to claim prize from a WSAC staff member.
- d. Prizes are only awarded on request of the member.
- e. A member may claim multiple prizes across the promotional period after every 20 visit card completed.
- f. Each completed 20 visit card enters the member into the monthly draw for 3 personal training sessions.
- g. Personal training prize valued at \$99. Voucher valid for 6 months.

4. The 30% Off Promotion

- a. The applicant can come into the centre or sign up online for any direct debit membership excluding Learn To Swim
- b. The membership will have a 30% discount applied for the applicants first 3 months of joining.
- c. The applicant will be charged full price once the 3 months finishes and will be automatically transferred to full price.

SPORTS & AQUATIC CENTRE

- d. Suspension of membership does not extend discount period.
- e. If the applicant signs up as a member of WSAC they are made eligible for the '20 visit giveaway'
- f. Discount not exchangeable for another time, date, or cash.

5. Participant obligations

The Participant must:

- a) comply with WSAC rules and health and safety requirements, as amended from time to time;
- b) respect other WSAC Participants and Representatives, including not causing offence or injury to those people or causing damage to their property;
- c) wear suitable fitness clothing when training;
- d) cease training in the event of injury; and
- e) notify WSAC in writing if the Participant believes that there is a risk to the Participant's health by participating in a Service.

6. Photography and media

If or when the Participant consents to:

- a) being photographed or video recorded by WSAC or its Representatives in satisfaction of clause 4; and
- b) all photographs and videos, taken or recorded pursuant to clause 7(a), being used in WSAC marketing and promotional activities.

7. Marketing Communications

Applicants and Participants agree to receive marketing communications from WSAC from time to time.

8. Personal Data

- a) WSAC will collect data relating to Applicants and Participants posted onto the WSAC Facebook page.
- b) All data collected pursuant to clause 9(a) will be held and used pursuant to Council's [Privacy Statement and Privacy Policy](#).

9. Australian Consumer Law

SPORTS & AQUATIC CENTRE

- a) The Participant retains all rights under the Australian Consumer Law.
- b) WSAC does not limit, restrict or exclude any consumer guarantees under the Australian Consumer Law.

10. Waiver (WSAC Membership Terms & Conditions)

The Participant acknowledges that it has received, read and understood WSAC standard waiver and agrees to be bound by it.

11. Meta

Promotion is in no way sponsored, endorsed, administered by or associated with Meta