

## Members 'Spin to Win' Terms and Conditions

### 1. Interpretation and precedence

#### 1.1 Definitions

In this Agreement, the following definitions apply:

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

**Council** means the Rural City of Wangaratta.

**Entry** means a WSAC Member attending a group fitness class, thereby earning an entry into both the spin and the Major Draw Prize. Multiple entries may be recorded per day and there are unlimited entries during the promotional period.

**Major draw prize** means the 3-month membership valued at \$325.00 drawn on the last day of the promotional period.

**Promotion** means the 'Spin to Win' Members retention campaign.

**Promotion Period** means a 2-week period commencing on February 17 and ending March 3 2025.

**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.

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**Service** means any WSAC service, including the gym, swimming pool or group fitness class.

**Spin** means a WSAC member who is eligible to win the following prizes printed on the wheel:

- Two weeks free max Access Membership valued up to \$52.00
- Pre-paid coffee card valued at \$55.00
- Members merch
- Buddy pass valued at \$54.00
- Zogg's voucher valued at \$100
- Zogg's voucher valued at \$50
- 3-month max access membership
- Intro to personal training pack valued at \$99.00

**Winner** means the WSAC member who was drawn from a random number generator and is awarded spin.

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

**WSAC Member** means a current Member of Wangaratta Sports and Aquatic Centre, with an upfront membership or a direct debit payment plan that is fully paid. Memberships include Max Access, Gym, Group Fitness and Pool.

## 2. Interpretation

In this Agreement:

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- 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.

### 3. Eligibility to Spin

WSAC members must:

- a) have their payments up to date to be eligible to spin;
- b) book into a group fitness class at least two (2) hours prior to the scheduled start time via the client portal, phone, or in person; and
- c) attend their booked group fitness classes to qualify for an entry.

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## 4. General Terms

- a) A member may claim multiple entries during the promotional period.
- b) Members are automatically entered into the Major Prize Draw and Spin to Win for each group fitness class attended
- c) Entrants will be recorded via the Perfect Gym reporting system.
- d) The first valid entry drawn from all entries received will win the Major Draw Prize.
- e) The first five (5) valid entries drawn from all entries received will be invited to Spin.
- f) Winner is entitled to one Spin per turn (unless the wheel lands on 'spin again').
- g) If the weekly winner does not accept the prize, there will be a re-draw.
- h) A winner can nominate another person to Spin the Wheel on their behalf.
- i) Weekly winners will be notified via email and phone call by the Memberships and Engagement Officer to attend WSAC to spin wheel.
- j) A prize is non-redeemable for cash or monetary amount.
- k) WSAC management retain the sole discretion to reject any entry into the competition or refuse to accept any winning Spin;

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## 5. Participant obligations

The WSAC Member must:

- a) comply with all WSAC rules and health and safety requirements;
- b) following all requests and directions by WSAC management;
- c) respect other WSAC Participants and Representatives, including not causing offence or injury to those people or causing damage to their property;
- d) wear suitable fitness clothing when training;
- e) cease training in the event of injury; and
- f) 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

- a. The Participant consents to being photographed or video recorded by WSAC or its Representatives to promote this competition.

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## 7. Marketing Communications

By entering into this competition, Participants agree to receive marketing communications from WSAC from time to time. A Participant may opt out of receiving these promotions at any time.

## 8. Personal Data

- a) WSAC will only collect data relating to Participants that is require for the dominant purpose of entry into this competition.
- 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

- 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.