

# VIRGIN ACTIVE AUSTRALIA INVITE A FRIEND TERMS



1. Information on how to participate in the 'Invite a Friend' offer (the Offer) forms part of these terms and conditions. Participation is deemed acceptance of these terms and conditions.
2. Offer commences on 11 March 2024 and is open until withdrawn by Virgin Active (the **Offer Period**).
3. This Offer is only open to New South Wales and Victorian residents aged 18 years and over who are current members of Virgin Active (a **VA Member**) and to friends of VA Members who are New South Wales or Victorian residents aged 16 years and over, who have not previously received a free trial membership under this Offer.
4. During the Offer Period, VA Members will be allocated a unique URL code to share with their friend(s) for a free trial membership (Invitation). Invitations can be used by VA Members to invite persons of their choice (Invitee(s)), subject to condition 3, to have one free trial at any Virgin Active Health Club and access to online content on the Virgin Active website for 1 day (Free Trial). VA Members should login to MyLocker through [www.virginactive.com.au](http://www.virginactive.com.au) to access their unique URL code. URL codes are allocated to VA Members at the complete discretion of Virgin Active.
5. Once the unique URL code has been shared by the VA Member, the Invitee will need to register their details to redeem their Free Trial including providing their personal details to create a MyLocker account, complete a satisfactory health check and confirm that they consent to Virgin Active's Privacy Policy and collection statement. Once this validation is complete, the Invitee can make an online booking for their club visit and access online content. Access to online content is subject to the Digital Rules available at [www.virginactive.com.au](http://www.virginactive.com.au).
6. The Invitee must use their Free Trial within one (1) day of creating their MyLocker Account, otherwise they will forfeit the Free Trial.
7. The Free Trial is not transferable, exchangeable for cash or for individual sale and cannot be used in conjunction with any other offer nor to offset the cost of any future Virgin Active Health Club Membership fees.
8. Virgin Active reserves the right to verify the identity of the person presenting for a club visit, including their name, age and address as well as whether they have been referred previously to the Virgin Active Health Clubs under this Offer.
9. The Invitee must have fulfilled all club usage criteria before attending for their club visit including completing and fulfilling a pre-activity Virgin Active Health Check Questionnaire. Virgin Active reserves the right to request medical documentation about the Invitee from a registered medical practitioner before permitting the Invitee to use a Virgin Active club.
10. Any personal information a VA Member or Invitee provides will be collected, stored and used in accordance with Virgin Active's privacy policy available at [www.virginactive.com.au](http://www.virginactive.com.au).
11. The Invitee who takes up the Offer accepts the rules and regulations of the Virgin Active Health Clubs and agrees to abide by all directions of Virgin Active in using a Virgin Active Club.
12. These terms and conditions are subject to the laws of the State where your Virgin Active Club is located.

## REWARD(S) WHEN YOUR FRIENDS JOIN

1. Offer commences on 11 March 2024 and is open until withdrawn by Virgin Active (**Offer Period**).
2. Qualifying VA Members who have invited a friend for a Free Trial in accordance with the 'Invite a Friend' terms and conditions above will receive four (4) weeks of Membership Dues or Freeze Fee (whichever is applicable) for free (the **Member Reward**) when all of the following conditions are met:
  - a) the invited friend (Joining Invitee) must join a Virgin Active Health Club within 90 days from the date that the Joining Invitee received their Invitation for a Free Trial;
  - b) the Joining Invitee must join within any stated Offer Period; and
  - c) the Joining Invitee must sign Virgin Active's Membership Agreement and all associated application forms, payment authority forms and Club Rules. If the Joining Invitee becoming a member of Virgin Active Health Club is under 18 years at the time of joining, their parent or guardian will be required to attend our Club in person to sign Virgin Active's Membership Agreement and all associated application forms, payment authority forms and Club Rules on behalf of the Joining Invitee.
3. The member Reward does not apply if:
  - a. The VA Member is on a Vitality, Home Club, Off Peak, Student, Starter, Once-a-Weeker, 12 week engagement or Corporate funded membership.
  - b. The Invitee joins on a Vitality, Home Club, Off Peak, Student, Starter, Once-a-Weeker, 12 week engagement or Corporate funded membership.
  - c. The Member Reward is not available to Virgin Active Members who complete a Break Up Form to end their membership (as that term is defined in Virgin Active's Membership Agreement) prior to the direct debit at which any reward(s) would be applied.
4. Virgin Active will apply the Member Reward to the VA Member's next direct debits such that the VA Member will receive two free Membership Dues or Freeze Fee payments. If more than one Invitee referred by a VA Member subsequently becomes a member in accordance with clause 2, the Member Reward will be applied to subsequent direct debits. The Member Reward will only be applied where the hyperlink that the Joining Invitee has used to redeem their Free Trial matches the unique code in the hyperlink shared by the VA Member. For the avoidance of doubt, if a Joining Invitee has received more than one hyperlink for a Free Trial, the first hyperlink that they click on to redeem the Free Trial offer will be the one that qualifies for the Member Reward.
5. Not in conjunction with any other offer or promotion.

## **REWARD ADDITIONAL TERMS AND CONDITIONS**

1. Rewards are not available to VA Members who complete a Break Up Form to end their membership (as that term is defined in Virgin Active's Membership Agreement) prior to the direct debit at which any reward(s) would be applied.
2. Virgin Active reserves the right to recoup any free Membership Dues, Activation Fees or Freeze Fees applied to a VA Member's account if the Joining Invitee leaves Virgin Active Health Clubs during their Cooling Off Period.
3. The rewards are available to Virgin Active members or Joining Invitees only and are not transferable, exchangeable for cash, available by way of refund on Membership Dues or for individual sale and cannot be used in conjunction with any other offer. The Member Reward will not be applied in conjunction with any other offer including the 30 Day Reward.

## **INVITE A FRIEND COLLECTION STATEMENT**

Virgin Active Australia Pty Limited (ABN 68 126 741 133) ("Virgin Active", "we", "our") is committed to protecting your privacy. We have asked you to provide us with personal information, including your name and contact details, so that we can contact you to schedule a free guided tour of our club, so that we can arrange your free visit to our club and so we can let you know about our clubs and services and for the other purposes set out in our Privacy Policy. If you do not provide this information, we may not be able to contact you to schedule a time for you to enjoy a visit to our club or to provide you with information about our clubs and services.

Our Privacy Policy, available at the "Legal Stuff" link at [www.virginactive.com.au](http://www.virginactive.com.au), explains how we collect, use and disclose your personal information, how you can access and correct the personal information that we hold about you, how you may contact us to complain about a breach of the Privacy Act 1988 (Cth), and how we will deal with such a complaint.

If you have any queries or would like further information about our privacy policies or practices, please contact our Privacy Officer using the details set out in our Privacy Policy.

By claiming your voucher you consent to the collection, use and disclosure of your personal information as described in this collection notice and the Virgin Active Privacy Policy.