

# VIRGIN ACTIVE AUSTRALIA INVITE A FRIEND TERMS



- Information on how to participate in the 'Invite a Friend' (**Offer**) forms part of these terms and conditions. Participation is deemed acceptance of these terms and conditions.
- Offer commences on 1 November 2012 and is open until withdrawn by Virgin Active (**Offer Period**).
- This Offer is only open to New South Wales and Victorian residents aged 18 years and over who are current members of the New South Wales and Victorian Virgin Active Health Clubs (VA Member) and to friends of VA Members who are New South Wales or Victorian residents aged 18 years and over, who have not previously received a free workout under this Offer.
- During the Offer Period, VA Members will be allocated a number of invitations to invite their friend(s) for a free workout (Invitation). Invitations can be used by VA Members to invite a person of their choice (Invitee), subject to condition 3, to have a free workout at any Virgin Active Health Club in New South Wales or Victoria. VA Members should login to My Locker through [www.virginactive.com.au](http://www.virginactive.com.au) to access their Invitations. Invitations are allocated to VA Members at the complete discretion of Virgin Active.
- Once allocated Invitations, in order to invite the Invitee(s), the VA Member must enter the Invitee's details including their first and last name, email address and mobile phone number into the template provided. The VA Member must ensure that they have the Invitee's consent to submit these personal details into the Virgin Active system in accordance with Virgin Active's Privacy Policy and collection statements available at [www.virginactive.com.au](http://www.virginactive.com.au). Once the VA Member has entered the relevant details, an email invitation, to the email address which the VA Member has registered with Virgin Active, will be sent to the Invitee inviting them to attend a free workout at the Virgin Active Health Clubs (Free Workout Voucher).
- To redeem the Offer, once the Invitee receives the Free Workout Voucher, the Invitee must confirm that their personal details included in the Free Workout Voucher are correct and that they consent to Virgin Active's Privacy Policy and collection statement. Once this validation is complete, the Invitee can either make an online booking for an appointment with a Virgin Active Relationship Consultant or; print out the Free Workout Voucher with the unique barcode and present it when they attend the Virgin Active Health Club.
- The Invitee must attend their free workout session within two (2) weeks of validating their details, otherwise they will forfeit the Free Workout Voucher. A Free Workout Voucher can only be used once.
- This Offer is only valid for the person whose name appears on the Free Workout Voucher.
- The Free Workout Voucher 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.
- Virgin Active reserves the right to verify the identity of the person presenting the Free Workout Voucher, including their name, age and address as well as whether they have been referred previously to the Virgin Active Health Clubs under this Offer.
- The Invitee must have fulfilled all club usage criteria before the Free Workout Voucher can be redeemed. Joining criteria includes completing and fulfilling a pre-activity Virgin Active Health Clubs 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 redeem the Free Workout Voucher.
- 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).
- 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 Health Club.
- These terms and conditions are subject to the laws of the State where your Virgin Active Health Club is located.

## 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.

## INVITE A FRIEND - TWO WEEKS FREE REWARD DETAILS 16 JULY 2019 - 31 AUGUST 2019

- Offer commences on 16 July 2019 and is open until 31 August 2019 (**Offer Period**).
- VA Members who have invited a friend for a free workout in accordance with the 'Invite a Friend' terms and conditions will receive two weeks of Membership Dues or Freeze Fee (whichever is applicable) for free (**Reward**) when all of the following conditions are met:
  - the 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 workout; and
  - 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.
- Virgin Active will apply the Reward as 50% off the VA Member's next two direct debits after the Joining Invitee becomes a member of a Virgin Active Health Club. If more than one Invitee referred by a VA Member subsequently becomes a member in accordance with clause 2, the Reward will be applied to subsequent direct debits so that a single direct debit cannot be discounted by more than 50%.

18. All VA Members who qualify for the Reward will be notified by email. In addition, VA Members can check with their Home Club reception to confirm when the Reward will be applied to their account. All VA Members must keep Virgin Active up to date with current contact details as Virgin Active will notify VA Members to the email address Virgin Active has on its records.
19. The Reward is the equivalent of two weeks of the Membership Dues or Freeze Fee amount applicable to the VA Member at the date of the direct debit that the Reward is being applied. The Reward does not extend to personal training, Club-V fees or other additional services or fees (such as credit card fees) that form part of the VA Member's direct debit.
20. The Reward is 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 the Reward would be applied.
21. Virgin Active reserves the right to recoup any free Membership Dues or Freeze Fees applied to a VA Member's account if the Joining Invitee leaves Virgin Active Health Clubs during their Cooling Off Period.
22. The Reward is available to Virgin Active members only and is 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.
23. 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).
24. The Joining Invitee 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 Health Club.
25. These terms and conditions are subject to the laws of the State where your Virgin Active Health Club is located.

#### **REWARD ADDITIONAL TERMS AND CONDITIONS**

26. 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.
27. 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.
28. 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.
29. 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).
30. The Joining Invitee 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 Health Club.
31. These terms and conditions are subject to the laws of the State where your Virgin Active Health Club is located.

#### **16 JULY 2019 - 31 AUGUST 2019 PROMOTION FOR NEW JOINERS**

32. Persons who have received an Invite a Friend link within 90 days of joining and who join Virgin Active Australia between 12.01am on 16 July 2019 and 11.59pm on 31 August 2019 (**June IAF Promotion Period**) will receive 2 weeks for free on either a 3 month or 12 month membership.
33. The 2 weeks free will be applied as a 50% discount to the next two full fortnightly dues (or freeze fee) (or, 4 weeks at half price).
34. The reward cannot be converted to or exchanged for cash and does not extend to personal training or other additional services or fees (such as credit card fees) that form part of the VA Member's direct debit.
35. All other IAF Terms and Conditions will apply.