

# 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- Offer commences on 1 November 2012 and is open until withdrawn by Virgin Active (Offer Period).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 REWARD DETAILS 9 MAR - 30 APR 2020

- Offer commences on 9 March 2020 and is open until 30 April 2020 (offer period)
- Qualifying VA Members who have invited a friend for a free workout in accordance with the 'Invite a Friend' terms and conditions will receive two (2) weeks of Membership Dues or Freeze Fee (whichever is applicable) for free (Member Reward) when all of the following conditions are met:
  - 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 workout;
  - the joining Invitee must join between 12.01am on 9 March 2020 and 11.59pm on 30 April 2020; 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.
- Virgin Active will apply the Member Reward to the VA Member's next two direct debits such that the VA Member will receive two Membership Dues or Freeze Fee payments discounted by 50% (or, 4 weeks at half price). 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 so that no more than 50% off can be applied to a single direct debit. For example, if two Member Rewards are received, these will be applied across four direct debits (or, 8 weeks at half price). The Member Reward will only be applied where the hyperlink that the Joining Invitee has used to redeem their free workout 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 workout, the first hyperlink that they click on to redeem the free workout offer will be the one that qualifies for the Member Reward. The Member Reward will apply instead of the 30 Day Reward (below) during the Offer Period and will not apply in conjunction with any other offer.
18. During the Offer Period, the Joining Invitee will receive two weeks of membership dues or freeze fee for free. This will be applied as a 50% discount to their first two full fortnightly dues (or freeze fee), (or, 4 weeks at half price) (Invitee Reward). Check full cost of membership during minimum commitment periods in club. The discount 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.

#### **ADDITIONAL ONE WEEK FREE IN FIRST 30 DAYS**

26. Offer commences on 19 July 2016 and is open until withdrawn by Virgin Active (**30 Day Reward Offer Period**). This reward will not be applied in conjunction with the Member Reward (above).
27. If an Invitee joins Virgin Active within 30 days from their respective VA Member's joining date the VA member will receive an additional one week of Membership Dues or Freeze Fee (whichever is applicable) for free (**30 Day Reward**) when all of the following conditions are met:
- a) the Joining Invitee must join a Virgin Active Health Club within 30 days from the joining date of the VA Member.
  - b) 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.
28. This reward is not available in conjunction with the Member Reward. If applicable Virgin Active will apply the 30 Day Reward as a 50% discount to the fortnightly dues (or freeze fee) due on the VA Member's next non-discounted direct debit after the Joining Invitee becomes a member of a Virgin Active Health Club. If another reward or discount is already being applied, the 30 Day Reward will be applied to subsequent direct debits so that no more than one reward or discount entitlement can be applied to a single direct debit.

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

29. 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.
30. 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.

31. 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.
32. 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).
33. 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.
34. These terms and conditions are subject to the laws of the State where your Virgin Active Health Club is located.