

We believe in the power of inspired young people

YMCA '\$0 SIGN UP FEE' PROMOTION - TERMS AND CONDITIONS (Terms)

1. OFFER AND ELIGIBILITY

1. This '\$0 Sign Up Fee' promotion (**Promotion**) is offered by [Victorian YMCA Community Programming Pty Ltd (ABN 75 092 818 445) of 502/990 Whitehorse Rd, Box Hill VIC 3128 (**YMCA**).

2. By participating in the Promotion, you agree to be bound by these Terms.

3. The Promotion is available at Fawkner Leisure Centre (**Participating Centres**) between the dates of 2 December 2024 and 8 January 2025 (**Promotion Period**).

4. To be eligible for the Promotion:

a. you must be not be an existing member at any Active Merri-Bek facility or the relevant Participating Centre

b. you must not have been a member of any Active Merri-Bek facility in the 12 months preceding the promotion period; and

c. you must become a member at that Participating Centre and commit to a minimum contract period with YMCA at Fawkner Leisure Centre of 6 months within the Promotion Period.

For the avoidance of doubt, the Promotion does not apply if you sign up for swimming lessons or other program memberships.

5. The Promotion is not valid in conjunction with other offers, unless approved in writing by YMCA.

SIGN UP TERMS

9. If you meet the criteria set out in clauses 1(4) and 1(5) above, we will waive the sign-up fee that would otherwise apply when you join up as a member at the Participating Centre.

10. All other applicable fees and charges in respect of the membership will be payable in accordance with the applicable membership terms. Your membership will otherwise be governed by such membership terms.

11. The Promotion is only available at Participating Centres.

3. PRIVACY

2.

YMCA handles all personal information in accordance with its Privacy Policy at <u>YMCA Victoria</u>.

4. MISCELLANEOUS

11. YMCA reserves the right to amend, cease and / or revoke the Promotion prior to the end of the Promotion Period in its sole discretion and without notice.

12. To the extent permitted by law, YMCA will not be liable to any person for any cost, loss, damage, liability, expense or claim arising, whether directly or indirectly, in connection with the Promotion.

13. Any dispute or situation not covered by these terms, will be resolved by YMCA management in a manner it deems to be fair (acting reasonably).

14. These Terms are governed by the laws of Victoria, Australia.

15. Members will be bound by their terms of membership with YMCA. To the extent of any inconsistency between the terms of membership and these Terms, these Terms will take priority.