Wangaratta
SPORTS &AQUATIC CENTRE

No Start-up Fee for Teen Memberships November to December 2026 Campaign

Terms and Conditions

Offer summary

Eligible Applicants a person aged 13–17 who joins during the Promotion Period and satisfies all eligibility requirements and exclusions who sign up for a WSAC Teen membership from 6 am on 25 November 2026 until 7.45 pm on 15 December 2026 (Wangaratta, Victoria time) will have the standard $40.00 Start-up fee waived. Teen memberships are for people aged 13 to 17. A Parent or Guardian must attend sign-up and the initial gym assessment. Membership, membership access and fees start only after the initial assessment is completed. Pro-rata fees and ongoing membership fees still apply from membership commencement.

1) Interpretation and precedence

a) Definitions

In this Agreement, the following definitions apply:

Applicant means a person applying for a WSAC Teen membership.

Eligible Applicant means an Applicant aged 13 to 17 who joins during the Promotion Period and satisfies all eligibility requirements and is not subject to any exclusion in these Terms and Conditions. For this Promotion, joining means completing the membership application in person with a Parent or Guardian and having it accepted by WSAC during the Promotion Period. Membership and fees do not commence until after the initial gym assessment, which may take place after the Promotion Period ends.

Teen Member means the person aged 13 to 17 for whom the Teen membership is established.

Parent or Guardian means the Applicant's parent or legal guardian who attends sign-up, provides the required membership consent and enters into the membership and payment arrangements in their own capacity as set out in the membership application.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010.

Council means the Rural City of Wangaratta.

Promotion means the no Start-up fee for Teen memberships campaign described in these Terms and Conditions.

Promotion Period means the period commencing at 6 am on 25 November 2026 and ending at 7.45 pm on 15 December 2026, inclusive, with all times referring to Wangaratta, Victoria (Australian Eastern Daylight Time).

Representative means any person acting for or on behalf of a party, including any director, officer, employee, agent, contractor or sub-contractor of the party

Service means any WSAC service including gym, swimming pools, group fitness, stadium or squash court activities

WSAC means Wangaratta Sports & Aquatic Centre, being the promoter of the offer

WSAC membership means a Teen membership for a person aged 13 to 17, subject to the joining requirements and access conditions below.

Pro-rata fee means the portion of the standard membership fee payable from the membership commencement date to the next scheduled direct debit date. It is calculated daily according to the relevant membership type and is payable by the Parent or Guardian at membership commencement, after the initial gym assessment is completed. No membership fees accrue before that date.

Start-up fee means the one-off fee payable at the time of joining. These fees are the following:

$40.00: Teen membership (waived for eligible Applicants under this Promotion).

No Start-up fee means that the ordinarily one-off fee payable at the time of joining is waived in full during the Promotion Period. This waiver does not apply to any other fees or charges, including pro-rata fees or ongoing membership fees.

2) **Interpretation**

In this Agreement:

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 these Terms and Conditions will be constructed to the disadvantage of a party merely because that party was responsible for preparing these Terms and Conditions or including the provision in these Terms and Conditions;
d) all monetary amounts are expressed in Australian Dollars ($AUD); and
e) parties must perform their obligations by the dates and times stated in these Terms and Conditions.

3) **Conditions of the 'No Start-up fee for Teen membership promotion**

a) Eligibility

This Promotion is open to Eligible Applicants aged 13 to 17 who sign up for a WSAC Teen membership during the Promotion Period, subject to the exclusions below. A Parent or Guardian must attend WSAC with the Applicant, complete and sign the relevant membership consent and payment arrangements, and attend the initial gym assessment with the Applicant and a gym instructor. The assessment includes an equipment safety demonstration and a supporting program. Membership, membership access and fees commence only after the assessment is completed, on the commencement date confirmed by WSAC to the Parent or Guardian. WSAC must confirm that date and the applicable pro-rata and ongoing fees before membership commences. An application accepted during the Promotion Period retains the Start-up fee waiver if the assessment occurs after the Promotion Period ends. There is no membership access or accrual of membership fees before commencement.

Teen membership access conditions: Members aged 13 to 15 may use the gym from 3 pm to 6 pm, Monday to Friday, or during centre open hours when accompanied by a parent or guardian. Members aged 16 to 17 may use the gym during centre open hours without a parent or guardian. Members under 18 do not have 24/7 gym access. These gym access restrictions do not prevent Teen members from using the pools, cafe or eligible group fitness classes during their available hours.

Teen membership inclusions: Access to the gym under the conditions above, eligible group fitness classes, four indoor pools, and the outdoor pool and splash park during summer. Group fitness classes require bookings. Les Mills Body Pump, Body Pump Heavy and Reformer Pilates are not included in Teen membership. Standard centre entry and supervision requirements continue to apply.

b) This promotion is not available to:

i) Learn to swim members;

ii) a current or former WSAC member who cancels, terminates or allows an existing membership to expire during the Promotion Period for the purpose of obtaining the Start-up fee waiver by rejoining;

iii) any person with an outstanding debt or unpaid fees owing to WSAC; or

iv) any person otherwise ineligible under WSAC standard membership Terms and Conditions.

c) General terms

i. Eligible Applicants who join a Teen membership within the Promotion period will receive a full waiver of the ordinary $40.00 Start-up fee.

ii. Only Teen memberships qualify for the Start-up fee waiver. All other WSAC membership types are excluded from this offer.

iii. The Parent or Guardian is responsible for paying the Pro-rata fee and ongoing Teen membership fees under the membership and payment arrangements they sign. The Pro-rata fee is payable at membership commencement, after the initial gym assessment is completed. No membership fees accrue before commencement. This offer does not reduce ongoing Teen membership fees.

iv. The discount is not exchangeable for another time, date or cash equivalent.

v. The promotion must be claimed at the time of joining. The Start-up fee waiver cannot be applied after a membership has commenced.

vi. New Teen membership applications must be completed and accepted in person at WSAC during centre opening hours within the Promotion Period, with a Parent or Guardian present. Sign-up secures the promotional offer but does not start membership or fees. Membership and fees commence after the initial gym assessment as set out in the eligibility clause. The promotional end time does not extend centre opening hours.

vii. This promotion cannot be used with any other offer, discount, concession, voucher or promotion, unless WSAC agrees in writing.

viii. These Terms and Conditions govern the Promotion and form part of the membership agreement with the WSAC Membership Agreement Form and the standard Wangaratta Sports and Aquatic Centre Terms and Conditions supplied at sign-up. The standard terms cover payments, suspensions, cancellations, refunds, conduct, access, privacy and liability. WSAC must supply the standard terms to the Applicant and Parent or Guardian, or make them readily accessible and provide an opportunity to read them,

before the membership agreement is entered into. They are available on the WSAC Terms and Conditions page and from WSAC reception. WSAC must identify and record the version supplied or made accessible in the membership application. The standard terms continue to apply, except that these promotional terms prevail to the extent of any inconsistency about eligibility, the Start-up fee waiver, assessment, membership commencement or fee commencement under this Promotion. Nothing in either set of terms limits rights that cannot lawfully be excluded.

ix. WSAC may vary, suspend or withdraw this Promotion only where reasonably required for operational, legal or administrative reasons. WSAC will publish any change, its effective date and its effect through the relevant WSAC promotional channels, including its website and any Facebook or Instagram channels used to advertise the Promotion, before the change takes effect. No change will operate retrospectively or reduce the entitlement of an Eligible Applicant whose application was accepted before the change took effect, including where their initial assessment or membership commencement occurs later. Any change must comply with applicable law and must not limit rights under the Australian Consumer Law.

4) Teen Member and Parent or Guardian obligations

The Parent or Guardian must attend sign-up and the initial gym assessment, provide the required membership consent, sign the membership and payment arrangements, and pay the fees they agree to under those arrangements. These promotional terms do not require the Teen Member to enter into a direct debit or other payment arrangement in their own name. The Teen Member must:

a) comply with any WSAC conditions of entry, rules and health and safety requirements;
b) respect other WSAC members, patrons and representatives, and not cause offence or injury to those people or damage to their property;
c) wear suitable clothing when training;
d) cease exercise in the event of injury; and
e) notify WSAC in writing, with support from their Parent or Guardian where needed, if the Teen Member believes that there is a risk to their health by participating in a service.

5) Marketing and communications

Applying for membership or participating in this Promotion does not constitute consent to marketing. Any marketing consent must be requested through a separate, optional opt-in process, with consent from the Teen Member where they have capacity to consent and from their Parent or Guardian where required. Consent must be informed and must not be a condition of membership or the Start-up fee waiver. WSAC may send non-marketing communications needed to administer membership, payments, bookings and safety. Marketing recipients can withdraw consent at any time using the unsubscribe button in emails or by writing to wsac@wangaratta.vic.gov.au. Withdrawal does not affect membership or the promotional entitlement.

6) Privacy and personal information

a. Council, through WSAC, collects personal information about the Applicant, Teen Member and Parent or Guardian to assess eligibility and administer the Promotion and membership. This may include names, contact details, payment details and evidence of eligibility. Before or at collection, WSAC must provide the Applicant and Parent or Guardian with the collection notice on the membership application, in clear, age-appropriate language. That notice must identify Council as the collecting organisation, provide contact details, explain the purposes of collection, usual disclosures and service providers, any legal requirement to provide information, the consequences of not providing it, and how to request access or correction or raise a privacy complaint. Please read that collection notice before completing the application. These promotional terms do not replace it or constitute consent to unrelated uses of personal information.

b. Personal data is stored in WSAC's customer management system, PerfectGym.

c. Personal information will be handled in accordance with the Privacy and Data Protection Act 2014 (Vic), the applicable Information Privacy Principles, Council's Privacy Statement and Privacy Policy, and the membership application collection notice. WSAC must make the notice and relevant privacy documents available at sign-up. Privacy enquiries, including requests for access or correction, can be directed to WSAC at wsac@wangaratta.vic.gov.au for referral to Council's privacy contact.

d. **Health information.** WSAC must address health information separately in the membership application and initial assessment process. Health information, including relevant medical history, health screening responses and assessment information, must be collected and handled in accordance with the Health Records Act 2001 (Vic) and its Health Privacy Principles. Before collection, WSAC must provide an age-appropriate health information collection notice explaining what is required, why it is needed for assessment and safe

participation, usual uses and disclosures, the consequences of not providing it, and access, correction and complaint arrangements. WSAC must obtain informed consent from the Teen Member where they have capacity to consent, or from a person legally authorised to consent on their behalf where they do not, except where collection without consent is permitted by law. A Parent or Guardian's attendance alone does not constitute that consent. Health information must be limited to what is necessary, kept secure and accessed only by authorised people who need it for the stated purpose or as permitted by law. It must not be used for marketing. These promotional terms and any marketing opt-in do not constitute consent to collect, use or disclose health information.

7) Australian Consumer Law

a. The Applicant, Teen Member and Parent or Guardian retain all applicable rights under the Australian Consumer Law.
b. WSAC does not limit, restrict or exclude any consumer guarantees under Australian Consumer Law.

8) Waiver (WSAC membership Terms and Conditions)

Before the membership agreement is entered into, WSAC must provide the Applicant and Parent or Guardian with the standard membership waiver and an opportunity to read it and ask questions. The Parent or Guardian must complete the relevant consent and acknowledgement in the membership application in their own capacity. Any acknowledgement required of the Teen Member must be explained in age-appropriate language. Participation in this Promotion does not itself constitute acceptance of an unseen waiver. The effect of any waiver is subject to applicable law and does not limit rights that cannot lawfully be excluded, including under the Australian Consumer Law.

9) Meta

This Promotion is run by Council through WSAC. It is in no way sponsored, endorsed or administered by, or associated with, Meta Platforms, Inc., Facebook or Instagram. By participating, each Applicant and their Parent or Guardian acknowledges this and, to the maximum extent permitted by law, completely releases Meta Platforms, Inc., Facebook and Instagram from liability arising from or connected with this Promotion. This release does not exclude any right or liability that cannot lawfully be excluded. Information provided directly to WSAC to claim the offer is provided to Council through

WSAC, not to Meta, Facebook or Instagram. Use of Facebook or Instagram remains subject to each platform's own terms and privacy practices. Questions about the Promotion must be directed to WSAC, not to Meta, Facebook or Instagram.