

ADVENTURE MEMBERSHIP TERMS AND CONDITIONS

Thank you for your interest in purchasing one of Urban Xtreme's exclusive Adventure Park Membership packages! Whether you have already signed up, or want to know a little more, please take the time to read the following terms and conditions carefully.

MINIMUM TERM

A minimum term of 6 months is applied to all memberships and is determined from the date of purchase. All memberships will be charged to the customer based on the option selected through the online payment portal. Once you have completed your minimum term, your membership will automatically roll over to the next term. If you have selected to pay your membership upfront your membership will not automatically renew beyond the six months contract. Urban Xtreme will contact you prior to your membership expiring to see if you would like to renew your membership. If you wish to opt out (once you have completed your minimum term), you are able to do so in writing to memberships@urban-xtreme.com.au.

Notice of opt out must be in writing and it must be provided with at least 14 days notice before the next debit to guarantee cancellation prior to the payment.

ADVENTURE PARK MEMBERS ACCESS

Member access is subject to availability on a walk-in basis. Every effort will be made to accommodate your park access, however, in the case of a venue buy out, maintenance closures or changes to operational hours, you may be unable to enter the park on these occasions. To check availability and special notices please visit www.urban-xtreme.com.au/access. All guests at Urban Xtreme must wear a wristband when participating on the activities. You can collect your wristband at the check-in desk upon entry.

WEEKDAY ONLY MEMBERS have access to the park anytime from Monday to Friday, during the state school term. During public & school holidays, weekday members will have access to the Adventure Park after 4pm.

INCLUSIONS: Adventure Memberships include the following Activities: Ninja, Parkour, Dodgeball, Trampolines, Laser Tag and Playland. All standard height restrictions and activity rules apply. Other Activities may be included at the discretion of Urban Xtreme management.

BENEFITS

Urban Xtreme members receive free access to selected workshops, 20% off selected Adventure & Snowsports programs, 50% off Snowsports lessons, 10% off food & beverage and the option to bring 1 FREE friend each month.

EXCLUSIONS

Members benefits discounts do not apply to already discounted products including investor discounts. Investor discounts do not apply to membership pricing.

MINIMUM AGE

Urban Xtreme is a height-based park, which means that members of any age can join so long as they meet our minimum height requirements:

- 110cm for Adventure Park Pass
- 120cm for unassisted access to the Ninja + Parkour Course. Children between 110CM- 120CM can still use the Ninja + Parkour Course with direct adult supervision.

HEALTH

On the day you sign your agreement and each time you attend Urban Xtreme, you confirm that:

- You are in good physical condition
- You know of no medical issues or concerns that should impede your participation in the active or passive exercises involved in Adventure Park activities.

Members are responsible for notifying Urban Xtreme of any changes to their health that would result in putting their well-being at risk by participating at on Adventure Park activities. This notification can be provided in writing via email (memberships@urban-xtreme.com.au) or at the reception desk upon arrival.

You must not use the park facilities if:

- You have an infection, contagious illness, physical ailment or are pregnant
- There is any other risk, however small, to other members and guests
- Are under the influence of alcohol, strong medication or drugs

AGREEMENT START DATE

You have an agreement with Urban Xtreme which is active from the date signed on the membership agreement, when you have signed the membership agreement and Urban Xtreme management have accepted it.

2 WEEKS FREE

If you have signed up during a '2 weeks free' period, you will receive 7 days free from the first day you join as a member, and 7 days at the end of the contract period. Two weeks free offer also applies to upfront membership payments. An additional two weeks will be added to your membership free of charge.

URBAN XTREME ENFORCEMENT RIGHTS

If Urban Xtreme does not enforce its agreement rights at any time, it does not mean those rights have been waived, regardless of any time delays that may exist.

CHANGES TO TERMS & CONDITIONS

Urban Xtreme may at times, add to, edit or delete terms and conditions for the park. This includes changing our opening and closing hours, services and membership terms. At certain junctures, we may also close the park for events or to improve the facilities. A change to accessibility of the park for any of these reasons does not constitute grounds for a change in membership fee.

The most up-to-date terms and conditions always apply. Find these on our website at www.urbanxtreme.com.au/terms-and-conditions/.

Urban Xtreme will provide at least 30 days' notice of any changes, by: (all or one of the following methods)

- Publishing them in our newsletter
- Placing a notice in the park
- Text messaging the last mobile phone number provided to us

PAYMENT

If you select to pay upfront your entire 6 month membership will be debited from your nominated card upon purchase. If you select to pay via weekly direct debits we will debit your membership fees from your nominated account each week or as set out in your membership agreement.

Please note that:

- Debit dates are pre-set for all members
- Debits might take up to 5 days to come out of your account.
- If you query a payment, we will do our best to respond within 7 days

You must make sure:

- Your account can accept direct debits (your financial institution can confirm this)
- There is enough money in your account on the payment day and the next 5 days
- You log in to www.payleadr.com and update your card details with at least 48 hours notice of the next debit if you are transferring or closing your account. This also applies to changes of card details such as expiry dates or card numbers.

FAILED OR LATE PAYMENTS

If your membership fees are not up to date, we will suspend your park access until your payments are up to date.

If you need to catch up on payments, we will continue to debit your nominated account without notice, until we have received the total amount owed. We will make a reasonable effort to let you know beforehand by:

- Phoning you or speaking to you at the park
- Texting the most recent mobile phone number you have given us

For membership/s in your name, you must make sure that the payment method you choose will be valid for the length of your agreement. If the details you give us fail, you are liable for all resulting fees. You should update your details and are obligated to complete your minimum term.

FEES

We will not increase your membership fees for as long as you remain in an ongoing membership. For ongoing memberships, the fees will remain the same as that of the time of signing. For members who pay their membership fee upfront you will be contacted by Urban Xtreme prior to your membership expiring to discuss membership renewal options.

If you cancel or transfer a membership after the completion of the original term, you will need to sign-up at the current membership rate.

The advertised prices of the memberships do not include additional fees that may be charged by the direct debit services company (Payleadr). These fees are subject to change and are not set at the discretion of Urban Xtreme. For more information about fees, please visit <https://payleadr.com/>

At the time of writing this, the fees were:

- \$5.50 signup fee
- 1.85% + GST per payment
- \$5.50 late payment fee

UPGRADES/DOWNGRADES

Members may upgrade their membership at any time during the term of their membership with no penalty or fees.

Members may not downgrade their membership during the minimum term.

CANCELLATION

Members may cancel their membership with 14 days written notice, at any time after the minimum contract period has ended. If you wish to cancel (once you have completed your minimum term), you are able to do so in writing to memberships@urban-xtreme.com.au.

You can also cancel your membership if we breach our obligations and we do not fix the breach in a reasonable time after you have told us about it in writing. We will refund you any membership fees you pay between the date of notification and the date on which we decide that we cannot fix the breach.

You can cancel your membership during the minimum term without penalty if:

- Suspension it is not a suitable alternative, AND
- You are sick or incapacitated. A certificate from a qualified medical practitioner must be presented stating that you cannot exercise for the rest of your term, OR
- You are bankrupt. Supporting documents must be presented in this instance.

In all other cases, an early exit fee of \$150, and 30 days-notice will be required to cancel a membership within the minimum term. If you have paid your membership fee upfront and wish to cancel, the early exit fee of \$150 applies as well as the 30 days notice. Any remaining funds after these have been deducted, will be refunded to you.

Urban Xtreme also reserves the right to suspend or cancel memberships if guests engage in misconduct or inappropriate behaviour whilst on the premises. For more information, please refer to the Adventure Park Terms and Conditions: www.urban-xtreme.com.au/terms-and-conditions/

SUSPENSION (FREEZE MEMBERSHIP)

You can suspend your membership for 2 or more weeks, up to a maximum of 6 weeks at a time. You cannot suspend your membership for a partial week.

The suspension fee for all memberships is \$5 per week, which you can pay in advance or by direct debit.

Memberships can only be suspended when all membership fees are up to date and no money is outstanding.

Urban Xtreme cannot backdate any suspension.

Please note that if you are within your minimum term, membership suspension is not classified as a payment toward your contracted term.

You can suspend your membership for more than 6 weeks if you have travel, medical or bankruptcy reasons. Urban Xtreme Management must be satisfied by your supporting documents to suspend your membership for longer than 6 weeks.

Urban Xtreme will not charge you for membership suspension if you suspended your membership due to health or bankruptcy reasons.

TRANSFERRING MEMBERSHIP

You can transfer your membership to another person (transferee) within the minimum term of your agreement so long as the transferee:

- Is not currently a member
- Is eligible to take up your membership

The transfer is effective only after the transferee has completed the sign-up process.

IDENTIFICATION

Upon your first visit, after signing up to a membership, you will be requested by Urban Xtreme crew to take a photo for your membership profile. You will need to check in at the front desk anytime you attend the park so that we can review your profile photo and provide a wristband for entry to the park.

If a member attempts to share their membership access with another person, they risk having their membership suspended or cancelled by Urban Xtreme management.

LIABILITY

In joining as an Urban Xtreme member, it is assumed that you have read and acknowledged the Urban Xtreme Liability waiver. You can find a full version of the current waiver at <https://goo.gl/R8FtEX>

PRIVACY

Debiting and card details are stored securely with PayLead. The membership purchaser is the only one authorised to make changes to membership. In cases where membership has been purchased for a child (under 18yo), that child must nominate a parent or guardian to make changes on their behalf.

For more information on Urban Xtreme's official Privacy Policy, please visit www.urban-xtreme.com.au/privacy-policy/