



ACN: 154 103 607  
123 Mulgoa Road, Penrith NSW 2750

## ISA FLIGHT CLUB Terms & Conditions

### 1. APPLICABLE TERMS AND CONDITIONS

- 1.1. The Terms and Conditions govern the operation and Membership of the ISA FLIGHT Club.
- 1.2. Additional terms and conditions may apply to redeeming Member Benefits which will be notified to Members on the relevant section of the ISA FLIGHT CLUB website or on redemption of a Member Benefit.
- 1.3. These Terms and Conditions are effective as at 1 April 2019 and may be amended from time to time by ISA FLIGHT CLUB and published on the ISA FLIGHT CLUB website. The current terms and conditions are those available on the ISA FLIGHT CLUB website.
- 1.4. By participating in the ISA FLIGHT CLUB rewards program, you confirm that you have read, understood and agreed to the Terms and Conditions and the Privacy Policy as amended from time to time.
- 1.5. These Terms and Conditions apply across all ISA Australian Facilities unless otherwise stated.

### 2. DEFINITIONS

- 2.1. Unless the context otherwise requires the following definitions apply:

**FLIGHT TIME** means eligible time flown in an ISA Australian Facility by a Member and recorded against the Member's guest record. Where there is more than one person flying in the wind at any particular time the FLIGHT TIME will only be recorded in the name of the reservation holder. The time flown cannot be part of a Member Benefit under the ISA FLIGHT CLUB or other time which ISA FLIGHT CLUB notifies as not eligible time flown from time to time.

**IFC** means the owner and operator of ISA FLIGHT CLUB, ISA FLIGHT CLUB PTY LTD ACN 167 478 560.

**INAPPROPRIATE CONDUCT** means any conduct which ISA FLIGHT CLUB reasonably considers to be inappropriate and includes (but is not limited to) fraud; failure to pay any money; brings ISA FLIGHT



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CLUB, any ISA Australian Facility or any operator of an ISA Australian Facility into disrepute; or is a breach of the Terms and Conditions.

**ISA AUSTRALIAN FACILITY** means the indoor skydiving facilities operated by subsidiaries of Indoor Skydive Australia Group Limited located within Australia and who have agreed to provide benefits to Members. These facilities currently include iFLY Downunder operated by Indoor Skydiving Penrith Pty Ltd, iFLY Gold Coast operated by Indoor Skydiving Gold Coast Pty Ltd and iFLY Perth operated by Indoor Skydiving Perth Pty Ltd.

**ISA FLIGHT CLUB** means the loyalty program of ISA FLIGHT CLUB (as amended from time to time) or the operator of the ISA FLIGHT CLUB, ISAFCL, as the case requires.

**MEMBER** means an individual who has paid all required membership fees and is recorded as a member of ISA FLIGHT CLUB as indicated on their **GUEST RECORD**, and whose membership has not been terminated in accordance with the Terms and Conditions.

**GUEST RECORD** means the record and details of membership and activity including personal information, the accumulated flight time of the member and the member's status level for at least the current membership year.

**MEMBER BENEFITS** mean benefits, rewards or discounts available to Members from time to time.

**MEMBERSHIP YEAR** is the period from 1 July to 30 June.

**PERSONAL INFORMATION** has the meaning given to that terms in the Privacy Act 1988 (Cth).

**RESET DATE** means the last day of the Membership Year.

**STATUS LEVEL** means the level of membership of the ISA FLIGHT CLUB which determines the Member Benefits to which a Member is entitled in accordance with clause 4.

**TERMS AND CONDITIONS** means the terms and conditions set out herein as amended and published on the ISA FLIGHT CLUB Website from time to time and any additional terms and conditions described in clause 1.

### 3. MEMBERSHIP



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- 3.1. Membership in the ISA FLIGHT CLUB is open only to individuals. **Membership is open to residents of Australia** who do not already have a membership with ISA FLIGHT CLUB and who have applied for membership and any paid applicable membership fee.
- 3.2. Membership in the ISA FLIGHT CLUB is at the ultimate discretion of ISA FLIGHT CLUB.
- 3.3. Only Members of ISA FLIGHT CLUB can earn Member Benefits.
- 3.4. Membership, including Member Benefits is not transferable, cannot be sold or redeemed for cash.
- 3.5. Members must act fairly and reasonably in all matters connected with ISA FLIGHT CLUB. This obligation includes that Members:
  - 3.5.1. **Must not give ISA FLIGHT CLUB any incorrect or incomplete information in connection with their application for membership or membership of ISA FLIGHT CLUB;**
  - 3.5.2. Will not in any way sell, barter, attempt to transfer or otherwise deal with any Member Benefits other than in accordance with the Terms and Conditions;
  - 3.5.3. Must not engage in Inappropriate Conduct or conduct which is unlawful or illegal;
  - 3.5.4. Must advise us of any change of name, address, or other details as soon as practicable after the change occurs. ISA FLIGHT CLUB is not responsible for any failure by you to notify us of the change that may result in the loss of Member Benefits.

#### **4. MEMBERSHIP STATUS LEVEL**

- 4.1. A Member's STATUS LEVEL will be determined in accordance with these Terms and Conditions.
- 4.2. A Member's Status Level and Member Benefits are determined based on the Flight Time recorded against a reservation in the name (GUEST RECORD) of the Member. All other ISA FLIGHT CLUB members booked under the reservation will not accrue flight time minutes, unless their share of time is booked under a separate reservation using their own GUEST RECORD.
- 4.3. Unless otherwise specified, a Member may only accrue Flight Time in relation to eligible time flown in an ISA Australian Facility and recorded against the Member's guest record at the time the



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Flight Time was flown. Members cannot accrue Flight Time for time flown prior to the date of joining the ISA FLIGHT CLUB.

- 4.4. New Members to the ISA FLIGHT CLUB enter the ISA FLIGHT CLUB at club level unless otherwise specified. During their membership, Members may then qualify for higher Status Levels such as Bronze, Silver, Gold and Platinum.
- 4.5. An individual may only hold one Status Level at any one time.
- 4.6. ISA FLIGHT CLUB may upgrade, down or maintain a Member's Status Level in its absolute discretion.
- 4.7. To either maintain or upgrade a Status Level a Member needs to accrue the required amount of FLIGHT TIME during the Membership Year as set out below:

	Club	Bronze	Silver	Gold	Platinum
Flight Time	No requirement	1 hour	4 hours	8 hours	12 hours+

- 4.8. On the Reset Date, the highest Status Level achieved during the Membership Year will carry over as the commencing Status Level for the following membership year (New Year), provided the member continues to be a member of ISA FLIGHT CLUB and pays all membership fees on time. If the Status Level achieved during the New Year is less than the Status Level on the Reset Date, then the member will be dropped to the corresponding Status Level that they would otherwise have qualified for the New Year in the subsequent year.

## 5. MEMBERSHIP BENEFITS

- 5.1. A full list of Member Benefits is set out on the ISA FLIGHT CLUB website. Member Benefits may be amended from time to time without prior notice to Members.



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- 5.2. Member Benefits are available depending on the member's Status Level and the amount of FLIGHT TIME accrued during the Membership Year. Individual Members are responsible for ensuring that they have been recorded for flight sessions at least 30 minutes prior to the session being flown. Once the flight session has been finalised there will be no retrospective adjustment made to that session under any circumstances. Certain events, camps or large group bookings may have a predetermined amount of Flight Time allocated to them. All Flight Time is determined at the absolute discretion of ISA FLIGHT CLUB whose decision is final.
- 5.3. Coaches do not accrue FLIGHT TIME while providing coaching services.
- 5.4. FLIGHT TIME is not accrued when redeeming any Member Benefit involving flying.
- 5.5. Accrued FLIGHT TIME will be reset to zero on each RESET DATE.
- 5.6. Member Benefits are not transferrable. Where a Member Benefit involves flying the Member Benefit can be shared with other flyers provided the member is in the wind during the whole time the Member Benefit time is being redeemed. Other flyers sharing the redemption of a Member Benefit do not accrue Flight Time.
- 5.7. Member Benefits may have different validity dates or redemption periods which will be set out on the ISA FLIGHT CLUB website or provided with the Member Benefit. Member Benefits may only be redeemed at ISA Australian Facilities.
- 5.8. Member Benefits involving discounts or additional benefits such as photos may not be automatically applied. It is the responsibility of the Member to request any discount at the time of purchase. Once a purchase has been processed adjustments will not be made.
- 5.9. Member Benefits involving access to ISA FLIGHT CLUB rooms (or designated areas) may not be available in all facilities nor at all times.
- 5.10. The redemption or use of any Member Benefit or other reward, prize or giveaway under the ISA FLIGHT CLUB is subject at all times to the terms and conditions relating to that benefit or other reward, prize or giveaway. To use a benefit or other reward, prize or giveaway participants may be required to sign and agree to additional terms and conditions, sign a waiver or meet certain



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skill or safety requirements. Failure to comply with any such requirements will result in the benefit or other reward, prize or giveaway becoming void.

## **6. FEES AND CHARGES**

- 6.1. Members must pay an annual non-refundable membership fee to join the ISA FLIGHT CLUB. No Flight Time will be accrued to a member's guest record if the membership fee for the Membership Year has not been paid. The membership fee may change from time to time and will be set out on the ISA FLIGHT CLUB website.
- 6.2. From time to time ISA FLIGHT CLUB may charge fees to Members for services provided to the ISA FLIGHT CLUB. ISA FLIGHT CLUB will provide at least 30 days written notice of the introduction of, or change to, any fees and also set out the fees on the ISA FLIGHT CLUB website.

## **7. LIABILITY**

- 7.1. Subject to this clause 7:

7.1.1. ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents (Party) exclude all liability for any loss, damage, claim or expense (including but not limited to indirect, incidental, special, punitive or consequential liability, economic loss, loss of profit and loss of opportunity) the Member may incur or suffer that arises directly or indirectly out of the Terms and Conditions or ISA FLIGHT CLUB (regardless of whether the Party has any control over the circumstances giving rise to the claim or not) including any termination or suspension of the Member's Membership. This applies even if the Party has been informed that the liability, loss, damage or expense will or may result;

7.1.2. ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents disclaim all warranties, express or implied, in connection with the ISA FLIGHT CLUB and Member Benefits; and



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- 7.1.3. If ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents are liable to the Member in any way their liability will be limited to allocating to the Member's guest record any Flight Time or Status Level which ISA FLIGHT CLUB considers appropriate in connection with the circumstances in which the relevant claim arose.
- 7.2. Where ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents provide a Member with goods or services as part of a Member Benefit the Member has certain rights under the Australian Consumer Law, known as "consumer guarantees". These rights include guarantees that the goods supplied:
- 7.2.1. will be of acceptable quality;
  - 7.2.2. will be reasonably fit for any purpose made known to the person who supplies the Member Benefit to the Member; and
  - 7.2.3. will correspond with any description, sample or demonstration model.
- These rights include guarantees that any services supplied:
- 7.2.4. will be carried out with due care and skill;
  - 7.2.5. will be fit for the purpose disclosed; and
  - 7.2.6. will be supplied within a reasonable time.
- This is a summary of some of a Member's rights under the Australian Consumer Law. It is not exhaustive and is not legal advice. Nothing in the Terms and Conditions is intended to override or limit any rights the Member has under the Australian Consumer Law.
- 7.3. If a Member Benefit is provided by a third party all warranties, if any, are provided by that third party and not ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents. ISA FLIGHT CLUB, its related body corporates and their officers, employees, directors or agents do not accept liability for defects in quality or condition of goods supplied by third parties and make no claims or warranties as to the delivery of goods or services provided by third parties to the extent permitted by law.



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7.4. All terms and conditions contained within clause 7 will survive termination or expiration of the Terms and Conditions and the termination or suspension of ISA FLIGHT CLUB.

## **8. TAX**

8.1. ISA FLIGHT CLUB and its related body corporates do not accept responsibility for and make no representation about Members' tax liability as a result of participating in ISA FLIGHT CLUB or receiving any Member Benefit. Members are solely responsible for any taxes, GST, duties, levies, fees or other charges levied or imposed arising from, as a result of or in connection with their participation in ISA FLIGHT CLUB or the use of Member Benefits

## **9. PRIVACY**

9.1. Your privacy is important to us. All Members' Personal Information will be handled in accordance with our Privacy Policy, which you can find at <https://downunder.iflyworld.com/legal/privacy>.

9.2. ISA FLIGHT CLUB are required to collect your Personal Information in order to process your Membership and to communicate with you about your Membership. If ISA FLIGHT CLUB cannot collect from you the minimum amount of Personal Information required, we will not be able to process your Membership, and your application may not be accepted.

9.3. By requesting Member Benefits which involve third parties Members agree that ISA FLIGHT CLUB may provide the Member's Personal Information to the relevant third party in order to fulfil the request and related purposes.

9.4. This clause 9 will survive termination or expiration of the Terms and Conditions or the termination or suspension of ISA FLIGHT CLUB.

## **10. CONSENT TO MARKETING**

10.1. By joining the ISA FLIGHT CLUB Members consent to receiving marketing and promotional communications and material from each of ISA FLIGHT CLUB, its related body corporates and their





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officers, employees, directors or agents by email, text message or other digital service (such as through applications that the Member installs on a mobile device), phone or post, subject to the Privacy Policy and obligations under applicable law. Subject to any applicable Law, the Member agrees that ISA FLIGHT CLUB does not need to include an "unsubscribe" facility in any electronic message sent to a Member.

- 10.2. All marketing practices will be conducted in accordance with the Privacy Policy which is available at <https://downunder.iflyworld.com/legal/privacy>.

## **11. CHANGES TO THE ISA FLIGHT CLUB**

- 11.1. ISA FLIGHT CLUB reserves the right to change the Terms and Conditions (including how Member Benefits are earned and redeemed) from time to time, and you agree that each time you participate in the ISA FLIGHT CLUB you accept the terms and conditions applicable at that time. Changes will be made to the Terms and Condition by updating the ISA FLIGHT CLUB website. ISA FLIGHT CLUB will try to give members reasonable notice of changes which are materially detrimental to the membership as a whole or if there is any introduction or change in any fees.\*
- 11.2. It is the Members responsibility to ensure that they read and understand the applicable Terms and Conditions both before applying for membership and as amended from time to time.
- 11.3. Members may terminate their membership in accordance with clause 12 if they do not agree to changes. Members have no other rights in relation to changes. If a member continues to use ISA FLIGHT CLUB after the change they will be deemed to have accepted the change.

## **12. TERMINATION**

- 12.1. ISA FLIGHT CLUB reserve the right to terminate your membership in ISA FLIGHT CLUB if you don't accrue Flight Time, redeem Member Benefits for 12 consecutive months, or if we believe that you have engaged in Inappropriate Conduct.



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- 12.2. Members may terminate their membership in the ISA FLIGHT CLUB by giving notice to the ISA FLIGHT CLUB team. Any Member Benefits not used at the time of giving notice will be forfeited and members will have no claim for any forfeited Member Benefits.
- 12.3. ISA FLIGHT CLUB is not guaranteed to continue indefinitely. ISA FLIGHT CLUB may terminate all or part of the program (and the Terms and Condition) at any time. Members will be given at least 30 days' notice of termination of ISA FLIGHT CLUB by notice on the ISA FLIGHT CLUB website.
- 12.4. Any Member Benefits not used at the time of termination of the ISA FLIGHT CLUB or the termination of a Member's membership to the ISA FLIGHT CLUB will be forfeited and members will have no claim for any forfeited Member Benefits.

### **13. MISCELLANEOUS**

- 13.1. These Terms and Conditions apply to the ISA FLIGHT CLUB rewards program in Australia, and are governed by the laws of New South Wales.