



30 DAYS FOR \$30

Terms and Conditions

1. PROMOTER

- 1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSN 2.0 North Building, Level 3/23 Challis Street, Dickson, ACT, 2062 (the "Promoter") is a subsidiary of Viva Leisure Limited (ABN 76 607 079 792) ("Viva"), which operates multiple facilities trading as Plus Fitness Pty Ltd (ABN 76 607 079 792) ("Plus Fitness").

2. ACCEPTANCE OF TERMS

- 2.1. By entering this promotion, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions in their entirety.
- 2.2. These terms and conditions may be varied, amended, or modified at any time at the sole discretion of the Promoter. Any such variations shall take effect immediately upon publication or notification to participants.

3. PROMOTION PERIOD

- 3.1. The Promotion commences 12:00AM on 22 September 2025 and ends 11:59PM on 30 September 2025, unless extended, varied, or withdrawn at the discretion of the Promoter.

4. ELIGIBILITY

- 4.1. Entry into this Promotion is open to new individuals who enter into a membership agreement at a participating Plus Fitness location during the Promotion Period ("Eligible Individual").
- 4.2. The Promotion is not available to existing members, or to ex-members who have received free membership time under any Plus Fitness promotion within the three (3) months immediately preceding the Promotion Period.
- 4.3. The Promotion is available exclusively at participating Plus Fitness clubs. Availability may vary, and individuals are encouraged to contact their local club directly to confirm eligibility and obtain further information.
- 4.4. All membership types are eligible under this Promotion, subject always to the Plus Fitness Membership Terms and Conditions, available at www.plusfitness.com.au/terms-and-conditions.
- 4.5. The Eligible Individual must remain a member of the Plus Fitness club at which they initially signed up (their "Home Club") for the duration of the Promotional Membership. If

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the Eligible Individual is transferred to another Home Club in accordance with the Plus Fitness Membership Terms and Conditions during the Promotional Membership, they will be deemed to have breached the terms of this Promotion. In such circumstances, the member will be liable to pay the full cost of the applicable membership for that period, rather than the Promotional Membership fee.

5. THE OFFER

- 5.1. An Eligible Individual who joins during the Promotion Period will receive 30 consecutive days of membership access for a fixed fee of \$30, payable upfront at the time of joining. No additional pro-rata fees apply. Standard joining or activation fees may also be charged at the discretion of the participating franchisee.
- 5.2. The Promotional Membership entitles the Eligible Individual to unlimited access to the facilities available under the membership type selected, subject to standard access rules and operational hours of the participating club.
- 5.3. At the conclusion of the 30-day Promotional Membership, the membership will automatically continue as an ongoing direct debit membership under the selected membership type and in accordance with the Membership Terms and Conditions, unless the membership is cancelled in accordance with Clause 6.
- 5.4. This Promotion is not valid in conjunction with any other offer and may not be combined with any other discount, credit, or promotional benefit.

6. PAYMENT, FEES AND COOLING-OFF

- 6.1. The \$30 Promotional Membership fee is payable in full at the time of joining.
- 6.2. The \$30 fee is non-refundable, except where required by the Australian Consumer Law or other applicable legislation.
- 6.3. No pro-rata membership fees or additional direct debit charges will apply during the 30-day Promotional Membership period.
- 6.4. All memberships are subject to a seven (7) day cooling-off period as prescribed in the Membership Terms and Conditions. If a membership is cancelled within this period, any refund due will be calculated in accordance with applicable law.
- 6.5. Following the expiration of the cooling-off period, the member is bound to the membership contract and associated obligations.

7. TERMINATION OF PROMOTION PARTICIPATION

- 7.1. The Promoter reserves the right to cancel, suspend, or terminate a member's participation in this Promotion if, in its reasonable opinion, the member:

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- a) breaches these Terms and Conditions or the Plus Fitness Membership Terms and Conditions; or
- b) provides false or misleading information in connection with their membership.

8. HEALTH AND FITNESS DISCLAIMER

- 8.1. By entering this Promotion, the member warrants that they are medically and physically fit to engage in exercise and fitness activities. Participation in the membership and use of facilities is undertaken entirely at the member's own risk.
- 8.2. To the fullest extent permitted by law, the Promoter accepts no liability for any injury, illness, loss, damage, or expense suffered by a participant arising directly or indirectly out of participation in this Promotion, use of the facilities, or any related activity, except where such liability cannot be excluded under law.

9. LIABILITY AND CONSUMER GUARANTEES

- 9.1. Nothing in these Terms and Conditions excludes, restricts, or modifies any consumer guarantee, right, or remedy available under the Australian Consumer Law or any other applicable legislation that cannot be excluded, restricted, or modified by agreement.
- 9.2. Subject to Clause 9.1, and to the fullest extent permitted by law, the Promoter excludes all liability for any loss, damage, cost, or expense (including but not limited to indirect, special, or consequential loss or damage) arising in any way out of this Promotion.

10. MARKETING AND COMMUNICATIONS

- 10.1. By entering this Promotion, each participant consents to the Promoter and its related entities collecting, using, and storing their personal information for the purposes of administering this Promotion, and for contacting the participant in relation to:
 - a) sales and membership enquiries;
 - b) promotional offers, competitions, and future marketing activities; and
 - c) information about Plus Fitness facilities, services, and products.
- 10.2. All personal information will be handled in accordance with Clause 11, and the requirements of the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth).
- 10.3. Participants may opt out of receiving direct marketing communications at any time by following the unsubscribe instructions provided in the communication or by contacting the Promoter directly.

11. PRIVACY



11.1. Any personal information collected by the Promoter in connection with this Promotion will be handled in accordance with the Plus Fitness Privacy Policy, available at www.plusfitness.com.au

12. DISPUTES

12.1. Any disputes or complaints in relation to this Promotion must be submitted in writing to info@plusfitness.com.au within twenty-eight (28) days of the dispute arising.

12.2. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, and all such decisions shall be final and binding.

13. VARIATION OR CANCELLATION OF PROMOTION

13.1. The Promoter reserves the right to vary, amend, extend, suspend, or withdraw this Promotion at any time without prior notice if circumstances arise that are outside the Promoter's reasonable control, including but not limited to system errors, regulatory requirements, or force majeure events.

14. GENERAL

14.1. Failure by the Promoter to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

14.2. These Terms and Conditions are governed by the laws of the Australian Capital Territory, and each party irrevocably submits to the exclusive jurisdiction of the courts of that Territory.