

# PLUS FITNESS

## Join the Plus Side 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 88 126 140 181) ("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. Participation in this Promotion following any variation shall constitute acceptance of the amended terms and conditions.

### 3. DEFINITIONS

**Eligible Individual** means an individual that enters an Eligible Membership and is not active or current member during the Promotion Period. An Eligible Individual cannot be an ex-member re-joining who has received free time in a separate Viva leisure promotion within the last three months.

**Eligible Location** means any participating Plus Fitness.

**Eligible Membership** means Power Memberships and Flexi Memberships.

**Offer Period** means the period during which the Offer applies, being the credited 4 weeks of membership fees.

### 4. PROMOTION PERIOD

4.1. Promotion Period means the period commencing on Monday, 5 January 2026 12:00 am (AEST) and ending on Monday, 2 February 2026 11:59 pm (AEST), which may be amended at the Promoter's discretion.

372-376 Botany Road, Alexandria NSW 2015

P 02 4648 2099

[www.plusfitness.com.au](http://www.plusfitness.com.au) [info@plusfitness.com.au](mailto:info@plusfitness.com.au)

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## 4.2. Upon cessation of the Promotion Period:

- a) no further claims or participation in the Promotion will be accepted;
- b) any promotional benefits, discounts, or offers associated with the Promotion will cease to be available; and
- c) the Promoter may, at its discretion, honour any validly submitted entries or claims received prior to termination.

5. The Promoter accepts no liability for any loss or disappointment suffered by any person as a result of the termination of the Promotion.

## 6. OFFER

- 6.1. Eligible Individuals will receive a credit to 4 weeks of membership fees (the "Offer") when they opt into the Promotion in accordance with these Terms and Conditions. Standard joining or activation fees and/or access pass fees may also be charged at the discretion of the participating franchisee.
- 6.2. Eligible Individuals will receive the Offer upon sign up to an Eligible Membership and payment of any applicable pro-rata fee.
- 6.3. The Eligible Individual agrees to pay the initial membership pro rata fee (as applicable) upon signup as part of the membership Terms and Conditions. The promotional credit will be applied once the pro-rata has been paid.
- 6.4. The Offer will not be applied to ex-members re-joining their membership whereby the re-joining member has received free time in a separate Plus Fitness promotion in the last three months.
- 6.5. The Offer cannot be transferred, exchanged for cash, or combined with other offers.
- 6.6. If an Eligible Individual gives notice to cancel during the Offer Period (including the credited 4 weeks of membership fees), the cancellation will take effect only after the Offer Period ends. Any required notice period will commence from the end of the Offer Period.

## 7. PRIVACY

# PLUS FITNESS

8. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with this promotion will be handled in accordance with Viva's Privacy Policy and collection notice, which is expressly incorporated into these Terms and Conditions by reference. These Policies are available at [www.vivaleisure.com.au/legal](http://www.vivaleisure.com.au/legal).

## 9. REFUNDS

10. Except as otherwise required by law, all fees and costs paid in accordance with these terms are non-refundable.

## 11. DISPUTES

12. Any disputes or complaints arising out of or in connection with the promotion must be submitted in writing to [info@plusfitness.com.au](mailto:info@plusfitness.com.au) within twenty-eight (28) days of the dispute arising or becoming known to the participant.

13. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, which may include:

14. Requesting additional information;
15. Determining appropriate remedies or corrective measures;
16. Setting reasonable deadlines for resolution.

17. All decisions made by the Promoter in respect of disputes are final and binding. No correspondence will be entered into. Participants waive any right to escalate disputes outside the channels outlined above to the extent permitted by law.

## 18. GENERAL

19. Failure by the Promoter to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision or of the Promoter's rights.
20. The Promoter reserves all rights and remedies available under law or equity. The exercise of any right or remedy shall not preclude the exercise of any other right or remedy.



21. Neither party shall be liable for any delay or failure to perform its obligations under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labour disputes, cyberattacks, or government actions.
22. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory for the resolution of any disputes.