



**12-Month Free Pre-Sale Offer
Terms and Conditions**

1. PROMOTER

1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKS N 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.
- 2.3. Any such variations shall take effect immediately upon publication at vivaleisure.group/legal or notification to participants. Continued participation in the Promotion following any variation shall constitute acceptance of the amended Terms and Conditions.

3. DEFINITIONS

- 3.1. **Promotion Period** means the period commencing at 12:00AM on 22 December 2025 and ending at 11:59PM on 28th February 2026, which may be amended at the Promoter’s discretion.
- 3.2. **Eligible Individual** means an individual who, during the Promotion Period:
- a) is an Australian resident;
 - b) is over the age of 18; and
 - c) complies with the entry requirements set out in clause 6 of these Terms and Conditions.
- 3.3. **Eligible Location** means Plus Fitness Manly, located at 1/33 Pittwater Rd, Manly NSW 2095.
- 3.4. **Prize** means the prize described in clause 8 of these Terms and Conditions.
- 3.5. **Winner** means the Eligible Individual identified in accordance with clause 8 and notified in accordance with clause 10.

4. PROMOTION PERIOD

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- 4.1. The Promotion commences 12:00AM on 22 December 2025 and ending at 11:59PM on 28th February 2026, unless extended, varied, or withdrawn at the discretion of the Promoter.

5. ELIGIBILITY

- 5.1. Entry into this Promotion is open to Eligible Individuals who enter into a membership agreement at an Eligible Location during the Promotion Period.
- 5.2. Eligible memberships means any Plus Fitness membership, subject always to the Plus Fitness Membership Terms and Conditions, available at www.plusfitness.com.au/terms-and-conditions.

6. ENTRY

- 6.1. To enter the Promotion, an Eligible Individual must, during the Promotion Period:
- a) Sign up for a membership to the Eligible Location During the Promotion Period;
 - and
 - b) Comply with these terms and conditions
- 6.2. Incomplete, illegible, automated, bulk or otherwise manipulated entries will not be accepted and may be deemed invalid at the Promoter's sole discretion.
- 6.3. Employees, officers and contractors of the Promoter, Viva, or their related bodies corporate (and immediate family members of such persons) are not eligible to enter the Promotion.

7. THE OFFER

- 7.1. An Eligible Individual who joins during the Promotion Period will automatically receive one (1) entry into the draw to receive 12-months free Plus Fitness membership, which provides access to Plus Fitness Facilities, subject to availability, the membership terms and conditions, and the conditions of entry at the applicable facility.
- 7.2. Standard joining fees apply.
- 7.3. At the conclusion of the 12-months free, the membership will automatically continue as a membership under the selected membership type and in accordance with the Membership Terms and Conditions.
- 7.4. This Promotion is not valid in conjunction with any other offer and may not be combined with any other discount, credit, or promotional benefit.

8. PRIZE

- 8.1. There will be one (1) Winner of the Promotion.
- 8.2. The Prize consists of:

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- a) 12-months free membership at plus fitness Manly
- 8.3. The total approximate retail value of the Prize is \$1037.40
- 8.4. The Prize provides access to **Plus Fitness Facilities**, subject to availability
- 8.5. The Prize is non-transferable, non-exchangeable and is not redeemable for cash, credit or any other goods or services, except where required by law. The Promoter reserves the right to substitute all or part of the Prize with an item of equal or greater value at its absolute discretion, subject to any applicable laws.

9. WINNER SELECTION

- 9.1. This Promotion is a game of chance.
- 9.2. The Winner will be selected at random from all valid entries received during the Promotion Period. The draw will be conducted by the Promoter on 2 March 2026 using a randomisation method, with each valid entry having an equal chance of being selected.
- 9.3. The Promoter's decision regarding the Winner and any aspect of the Promotion is final and binding and no correspondence will be entered into, except as required by law.

10. NOTIFICATION OF WINNER

- 10.1. The Winner will be:
 - a) announced on the official Plus Fitness Manly Instagram account on 2 March 2026; and
 - b) notified via the contact details provided at sign-up.
- 10.2. Promoter reserves the right to conduct a further draw to select an alternative winner, subject to any applicable legislative requirements.

11. PRIZE CLAIM AND COLLECTION

- 11.1. The Prize will be applied to the Winners membership.
- 11.2. If the winner no longer has an active Eligible Membership, the Winner forfeits the prize.

12. RELEASE AND INDEMNITY

- 12.1. By participating in the Promotion, you agree to release, discharge and hold harmless the Promoter, Viva and their officers, employees, contractors and agents from any and all liability for any loss, damage, injury, claim or expense (including, without limitation, indirect or consequential loss) arising out of or in connection with:
 - a) your participation in the Promotion;
 - b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - c) any act or omission by Instagram or any other third party; or

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d) the acceptance, use or misuse of the Prize,
except to the extent such liability cannot be excluded by law.

12.2. Access to any Plus Fitness facility is at the Winner's own risk and is subject to any applicable pre-exercise screening and health and safety requirements. Participants are responsible for ensuring that they are medically and physically fit to participate in any class or activity forming part of the Prize.

13. TERMINATION OF PROMOTION PARTICIPATION

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

- 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.

13.2. Upon cessation of the Promotion Period:

- c) no further entries to the Promotion will be accepted;
- d) any promotional benefits, discounts or offers associated with the Promotion will cease to be available; and
- e) the Promoter may, at its discretion, honour any valid entries received prior to termination.

13.3. The Promoter accepts no liability for any loss or disappointment suffered by any person as a result of the termination, suspension or variation of the Promotion, except to the extent that such liability cannot be excluded by law.

14. HEALTH AND FITNESS DISCLAIMER

14.1. 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.

14.2. 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.

15. LIABILITY AND CONSUMER GUARANTEES

15.1. 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.

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15.2. Subject to Clause 19, 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.

16. MARKETING AND COMMUNICATIONS

16.1. 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.

16.2. All personal information will be handled in accordance with Clause 18, and the requirements of the Privacy Act 1988 (Cth) and the Spam Act 2003 (Cth).

16.3. 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.

17. WARRANTIES AND CONSUMER GUARANTEES

17.1. To the fullest extent permitted by law, the Promoter makes no warranties, representations or guarantees (whether express or implied) in relation to the Promotion or the Prize, including but not limited to any implied warranties of merchantability, fitness for purpose, or non-infringement.

17.2. Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantees, rights or remedies conferred on participants by the Australian Consumer Law or any other applicable legislation that cannot be excluded, restricted or modified by agreement.

17.3. Where the Promoter's liability cannot be excluded but may be limited, the Promoter's liability is limited, at its option, to the resupply of the relevant goods or services or the cost of such resupply.

18. PRIVACY

18.1. By entering the Promotion, you consent to the Promoter collecting, using and disclosing your personal information (including your Instagram handle and any contact details provided) for the purposes of administering the Promotion, contacting you if you are the Winner, and for related promotional and marketing purposes.

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18.2. All personal information collected by the Promoter in connection with the Promotion will be handled in accordance with Viva's Privacy Policy, which is available at www.vivaleisure.com.au.

19. DISPUTES

19.1. Any disputes or complaints arising out of or in connection with the Promotion must be submitted in writing to info@vivaleisure.com.au within twenty-eight (28) days of the dispute arising or becoming known to the participant.

19.2. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, which may include requesting additional information, determining appropriate remedies or corrective measures, and setting reasonable deadlines for resolution.

19.3. All decisions made by the Promoter in respect of disputes are final and binding, except to the extent otherwise required by law.

20. GENERAL

20.1. 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.

20.2. If any provision of these Terms and Conditions is found to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

20.3. 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 arising out of or in connection with the Promotion.

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