

THINK 24HR FITNESS – MEMBERSHIP TERMS AND CONDITIONS

DEFINITIONS

In this Agreement the following terms apply:

"Agreement" means this Membership agreement made between you and Think 24Hr Fitness which includes the Membership Information page and these terms and conditions.

"Gym" or "Gyms" means any Think 24Hr Fitness gym in Australia.

"Facilities" means the Gym premises, facilities, equipment and services provided in or about the Gym premises.

"Member" or "Members" means any person who holds a Membership and includes you and any family members to which your Membership is linked.

"Membership" means your Membership to the Gyms granted under this Agreement.

"Membership Information" means the information listed in the Membership Service Agreement page signed by you and comprising the first page of this Agreement.

"Minor" means a person under 18 years of age.

"Think 24Hr Fitness" means THINK 24HR FITNESS (NEWSTEAD) PTY LTD ACN 166 258 902 and includes its directors, shareholders, agents, licensees affiliates, subsidiaries, servants, employees and its heirs, successors and permitted assigns.

"you" or "your" is a reference to the person described in the Membership Information who is applying for the Gym Membership.

"we" or "us" is a reference to Think 24Hr Fitness.

BINDING AGREEMENT

Agreement: By signing the Membership Information page you agree to receive a Membership on the terms and conditions contained herein which together with the Membership Information comprise the Agreement between you and Think 24Hr Fitness which you acknowledge is a legally binding agreement.

Policies: This Agreement incorporates not only these terms and conditions but the terms of the Think 24Hr Fitness Membership policies and Gym rules (which are located at the Gym or available through request to us) as issued, varied or amended from time to time by us whether with or without formal notice to you.

MEMBERSHIP

Nature of Membership: Your Membership permits you to use any Think 24Hr Fitness Gym and its Facilities across Australia. Your Membership is not transferable by you unless agreed by us at our discretion. We reserve the right to sell Memberships at different rates and terms than your Membership.

Gym Privileges: Your Membership includes any additional privileges as stated in your Membership Information or granted by us from time to time, which privileges may depend on the length of your Membership.

Duration: Your Membership is either:

- a no commitment periodic Membership which may be a weekly, fortnightly or monthly membership for which the Membership fees will be debited by EFT weekly, fortnightly or monthly; or
- a fixed term Membership for a fixed number of months or years for which the Membership fees must be paid in advance or by EFT weekly, fortnightly or monthly,

as set out in the Membership Information.

Change of Details: If your details change (including your direct debit bank account or credit card details) during your Membership you must provide us with your updated details and we reserve the right to ask you to sign a new Membership Information form containing your updated details.

Individual Membership: if the Membership Information states that your Membership is an individual Membership, your Membership rights extend to you only and to no other person, friend or family member.

Family Membership: if the Membership Information states that your Membership is a family membership, your Membership rights extend to the family members as listed in the Membership Information.

FEES

Membership Fees: You agree to pay the Membership fees as set out in the Membership Information and in this Agreement.

Direct Debit: We reserve the right to request you to sign a direct debit request to direct debit your Membership fees under this Agreement. You agree that the direct debit will be on the terms contained in this Agreement and the direct debit request. We reserve the right to charge to you any bank charge we incur as a result of the inability to process a direct debit payment.

Credit Card Request: We reserve the right to request you to sign a credit card authorisation to draw from your credit card the Membership fees and any other charges payable by you at any time under this Agreement.

CHANGE TO MEMBERSHIP TERMS

We reserve the right, at any time, to change the fees charged to Members or the terms and conditions of Membership for use of the Facilities. We agree to use reasonable endeavours to provide you with written notice of the changes at the most current address you have supplied (which includes an email address) and/or by public notice display at the Gyms. The changes will take effect 30 days after the notice has been posted or displayed or such later date as stated in the notice. At the end of the 30 day period, you authorise us and/or your/our bank to debit the new amount to your account. You may cancel your Membership if you do not want this to occur provided the cancellation is in writing and received by us before the changes take effect. Any cancellation, if provided in this manner, will take effect as a termination of a monthly membership with the effect set out below.

CANCELLATION, TERMINATION AND REFUNDS

48 Hour cooling off period: You can cancel your Membership within 48 hours after signing this Agreement by advising a Gym manager in writing. If you do, we will refund all money you paid within 10 days of when we receive the notice. An administration fee of \$75, or 10% of fees paid (whichever is lesser) is payable if you cancel your Membership under this clause.

Other Cancellation Rights and Refund:

- Permanent Sickness or Physical Incapacity: If you suffer a long term illness or disability which will physically prevent you from using any of the Facilities and a licensed physician verifies this fact in writing, you may terminate your Membership by written notice to us. In case of death, your estate must provide written evidence to that effect.
- Termination of Periodic Membership: If you have a periodic Membership you may terminate it at any time upon 30 days written notice to us. Your periodic Membership ends at the end of the payment period during which we receive 30 days written notice, provided that if we do not receive your written notice at least two (2) days before your next billing date to allow us sufficient time to process your termination, your Membership will instead end at the end of the next following period. Payments must be up to date before cancellation can occur.
- Termination of Fixed Term Membership: If you have a fixed term Membership, you may not terminate it during the fixed term (or be entitled to a refund) except for the reasons stated in paragraph (a). If you do not renew your fixed term Membership (Paid in advance membership) by the end of the fixed term, your fixed term Membership will automatically expire. Direct debit memberships will continue until written notice to cancel is received at the end of the fixed term.
- Termination with Cause by Think 24Hr Fitness: We may, at our option, terminate your Membership if (i) you fail to make timely payments under this Agreement; (ii) you fail to follow any of our Membership policies or Gym rules or violate any part of this Agreement; or (iii) your conduct is improper or harmful to the best interest of Think 24Hr Fitness or its Members. Termination is effective on the date we email/mail a written notice to your last known address terminating your Membership. You are liable for all Membership payments and financial obligations until and including that date. No refund of any prepaid Membership fees will be given unless we agree otherwise.
- Termination with no cause by Think 24Hr Fitness: We may, at our option, terminate this Agreement for any reason including but not limited to a situation where we close or sell our business. Termination is effective on the date we email/mail a written notice to your last known address terminating your Membership. If you prepaid any Membership fees, we will refund any unused portion.

Effect of Termination & Financial Obligation: Upon cancellation or termination of your Membership, your

right to use the Facilities ends and we can deny you access to any Gym. You or your estate must return your Membership access card/key to us within 7 days following the day your Membership ends. Despite anything to the contrary in this Agreement, we are under no obligation to refund any monies unless the access card/key is returned to us. Any money owing to us when your Membership ends remains immediately due and payable and we will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance immediately upon demand.

MINIMUM AGE

All Members must be a minimum of 14 years of age. All Minors must have a parent or guardian co-sign the Membership Information page and waiver. All Minors must comply with the following restrictions:

- Access during staffed hours only - no after hour access card will be issued.
- A medical and pre-exercise questionnaire to be completed by the parent or guardian and be satisfactory to us at our discretion.
- A pre-exercise assessment by one of our qualified personal trainers prior to commencement of exercise to be satisfactory to us at our discretion.
- Adherence to all exercise directions by any of our qualified personal trainers and staff. Failure to adhere to these restrictions will result in us terminating the Minor's Membership.

24/7 ACCESS

No non-Member access: Members must not bring a non-Member to a Gym. Any Member who brings a non-Member into a Gym acknowledges that:

- The Member accepts personal responsibility and liability for any injury, loss or damage caused to or by the non-Member whether or not there exists any negligence act or omission of Think 24Hr Fitness, its employees, licensees or agents;
- The Member's Membership may be terminated by Think 24Hr Fitness with an additional \$150 non-compliance fee charged to the Member's nominated bank account; and
- The Member will be prohibited from re-joining any Gym operating under the Think 24Hr Fitness brand.

Access Cards/Keys: You agree that if you lose an access card/key to a Gym we will charge you the cost of obtaining a replacement (as charged from time to time by the relevant card company).

UNSTAFFED HOURS

All Gyms operate on a 24/7 basis and are accessible by Members during unstaffed hours. As a Member utilising a Gym you acknowledge that you enter and use a Gym and the Facilities at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the use of the unstaffed Facilities, then you are at liberty not to use enter the Gym or use the Facilities at those times.

STAFFED HOURS

The staffed hours for any Gym are displayed at the entrance to the Gym. We reserve the right to make amendments to staffed hours at any time without notice.

VIDEO SURVEILLANCE

For security purposes, we use video surveillance equipment to monitor all Gyms on a 24 hour basis. By signing this Agreement you acknowledge that by accessing the facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only, and is not used in the bathrooms or changing rooms or other private areas.

ORIENTATION

It is a condition of this Agreement that you participate in a scheduled Member orientation program. The orientation focuses on the safe and correct use of the equipment and Facilities provided at our Gyms. We may suspend or terminate this Agreement in the event of unsatisfactory completion of a Gym orientation prior to the commencement of exercise.

RELEASE & INDEMNITY

Release: You use the Facilities provided by us at a Gym at your own risk and acknowledge that the use of the Facilities may involve risk of injury or loss or damage to property, whether caused by you or another person. You release, to the fullest extent permitted by law, Think 24Hr Fitness against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person howsoever occurring except to the extent caused or contributed to by the negligent act or omission of Think 24Hr Fitness.

Indemnity: You indemnify Think 24Hr Fitness against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgments and losses of any kind whatsoever that Think 24Hr Fitness incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by you at or in a Gym or in the vicinity of a Gym.

EQUIPMENT

You understand and acknowledge that we purchase or lease the equipment in our Gyms from third parties and we do not manufacture any of the fitness or other equipment used in a Gym. You agree that we are not liable for defects in products or equipment and any injury loss or damage resulting therefrom.

NO LIABILITY FOR MEDICAL & FITNESS CONDITIONS

You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your using the Facilities and equipment at a Gym. You acknowledge that we did not and cannot give you any medical advice in relation to the use of the equipment. You acknowledge that it is not our responsibility to enquire as to and ascertain your health or fitness level. If you have any health or medical concerns now or after you join as a Member, you must discuss them with your doctor before using the equipment. If you use the equipment contrary to medical recommendations or fitness/use recommendations whether provided by us or another person, you do so at your own risk.

LIABILITY FOR PROPERTY

We are not liable to you for any personal property that is damaged, lost, or stolen while on or around a Gym including, but not limited to, a vehicle or its contents or any property left in a locker. If you cause damage to a Gym or any equipment you are liable to us for the cost of its repair or replacement.

PRIVACY

We will not disclose your personal details or any information provided under this Agreement to anyone unless:

- you authorize us to do so; or
- we are required to do so by law.

We may from time to time adopt a privacy policy which, if adopted, is deemed to form part of the terms of this Agreement.

ENTIRE AGREEMENT AND ENFORCEMENT

Representations: You acknowledge that neither we nor any other party has made any representations or promises upon which you have relied when entering this Agreement.

Entire Agreement: This document contains the entire Agreement between you and us and replaces any oral or other written agreement. Any manual or hand written changes to this Agreement are not valid.

Severance: If a court of competent jurisdiction declares any part of this Agreement invalid, it will be severed from this Agreement without invalidating the remaining parts, which will continue unaffected.

Waivers: If we do not enforce any rights in this Agreement for any reason, we does not waive the right to enforce them later. Any waiver by us is not effective unless it is in writing.

Jurisdiction: This Agreement is regulated by the laws of the State of Queensland and the parties bow to the jurisdiction of the courts of the State of Queensland.

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"Facilities" means the Gym premises, facilities, equipment and services provided in or about the Gym premises.

"Member" or "Members" means any person who holds a Membership and includes you and any family members to which your Membership is linked.

"Membership" means your Membership to the Gyms granted under this Agreement.

"Membership Information" means the information listed in the Membership Service Agreement page signed by you and comprising the first page of this Agreement.

"Minor" means a person under 18 years of age.

"Think 24Hr Fitness" means THINK 24HR FITNESS (BULIMBA) PTY LTD ACN 601 383 046 and includes its directors, shareholders, agents, licensees affiliates, subsidiaries, servants, employees and its heirs, successors and permitted assigns.

"you" or "your" is a reference to the person described in the Membership Information who is applying for the Gym Membership.

"we" or "us" is a reference to Think 24Hr Fitness.

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Policies: This Agreement incorporates not only these terms and conditions but the terms of the Think 24Hr Fitness Membership policies and Gym rules (which are located at the Gym or available through request to us) as issued, varied or amended from time to time by us whether with or without formal notice to you.

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Gym Privileges: Your Membership includes any additional privileges as stated in your Membership Information or granted by us from time to time, which privileges may depend on the length of your Membership.

Duration: Your Membership is either:

- a no commitment periodic Membership which may be a weekly, fortnightly or monthly membership for which the Membership fees will be debited by EFT weekly, fortnightly or monthly; or
- a fixed term Membership for a fixed number of months or years for which the Membership fees must be paid in advance or by EFT weekly, fortnightly or monthly,

as set out in the Membership Information.

Change of Details: If your details change (including your direct debit bank account or credit card details) during your Membership you must provide us with your updated details and we reserve the right to ask you to sign a new Membership Information form containing your updated details.

Individual Membership: if the Membership Information states that your Membership is an individual Membership, your Membership rights extend to you only and to no other person, friend or family member.

Family Membership: if the Membership Information states that your Membership is a family membership, your Membership rights extend to the family members as listed in the Membership Information.

FEES

Membership Fees: You agree to pay the Membership fees as set out in the Membership Information and in this Agreement.

Direct Debit: We reserve the right to request you to sign a direct debit request to direct debit your Membership fees under this Agreement. You agree that the direct debit will be on the terms contained in this Agreement and the direct debit request. We reserve the right to charge to you any bank charge we incur as a result of the inability to process a direct debit payment.

Credit Card Request: We reserve the right to request you to sign a credit card authorisation to draw from your credit card the Membership fees and any other charges payable by you at any time under this Agreement.

CHANGE TO MEMBERSHIP TERMS

We reserve the right, at any time, to change the fees charged to Members or the terms and conditions of Membership for use of the Facilities. We agree to use reasonable endeavours to provide you with written notice of the changes at the most current address you have supplied (which includes an email address) and/or by public notice display at the Gyms. The changes will take effect 30 days after the notice has been posted or displayed or such later date as stated in the notice. At the end of the 30 day period, you authorise us and/or your/our bank to debit the new amount to your account. You may cancel your Membership if you do not want this to occur provided the cancellation is in writing and received by us before the changes take effect. Any cancellation, if provided in this manner, will take effect as a termination of a monthly membership with the effect set out below.

CANCELLATION, TERMINATION AND REFUNDS

48 Hour cooling off period: You can cancel your Membership within 48 hours after signing this Agreement by advising a Gym manager in writing. If you do, we will refund all money you paid within 10 days of when we receive the notice. An administration fee of \$75, or 10% of fees paid (whichever is lesser) is payable if you cancel your Membership under this clause.

Other Cancellation Rights and Refund:

- Permanent Sickness or Physical Incapacity: If you suffer a long term illness or disability which will physically prevent you from using any of the Facilities and a licensed physician verifies this fact in writing, you may terminate your Membership by written notice to us. In case of death, your estate must provide written evidence to that effect.
- Termination of Periodic Membership: If you have a periodic Membership you may terminate it at any time upon 30 days written notice to us. Your periodic Membership ends at the end of the payment period during which we receive 30 days written notice provided that if we do not receive your written notice at least two (2) days before your next billing date to allow us sufficient time to process your termination, your Membership will instead end at the end of the next following period. Payments must be up to date before cancellation can occur.
- Termination of Fixed Term Membership: If you have a fixed term Membership, you may not terminate it during the fixed term (or be entitled to a refund) except for the reasons stated in paragraph (a). If you do not renew your fixed term Membership (Paid in advance membership) by the end of the fixed term, your fixed term Membership will automatically expire. Direct debit memberships will continue until written notice to cancel has been received.
- Termination with Cause by Think 24Hr Fitness: We may, at our option, terminate your Membership if (i) you fail to make timely payments under this Agreement; (ii) you fail to follow any of our Membership policies or Gym rules or violate any part of this Agreement; or (iii) your conduct is improper or harmful to the best interest of Think 24Hr Fitness or its Members. Termination is effective on the date we email/mail a written notice to your last known address terminating your Membership. You are liable for all Membership payments and financial obligations until and including that date. No refund of any prepaid Membership fees will be given unless we agree otherwise.
- Termination with no cause by Think 24Hr Fitness: We may, at our option, terminate this Agreement for any reason including but not limited to a situation where we close or sell our business. Termination is effective on the date we email/mail a written notice to your last known address terminating your Membership. If you prepaid any Membership fees, we will refund any unused portion.

Effect of Termination & Financial Obligation: Upon cancellation or termination of your Membership, your right to use the Facilities ends and we can deny you access to any Gym. You or your estate must

return your Membership access card/key to us within 7 days following the day your Membership ends. Despite anything to the contrary in this Agreement, we are under no obligation to refund any monies unless the access card/key is returned to us. Any money owing to us when your Membership ends remains immediately due and payable and we will deduct the amount outstanding from any refund for which you are eligible. If there is not enough money to cover the debt in the refund, you must pay the balance immediately upon demand.

MINIMUM AGE

All Members must be a minimum of 14 years of age. All Minors must have a parent or guardian co-sign the Membership Information page and waiver. All Minors must comply with the following restrictions:

- Access during staffed hours only - no after hour access card will be issued.
- A medical and pre-exercise questionnaire to be completed by the parent or guardian and be satisfactory to us at our discretion.
- A pre-exercise assessment by one of our qualified personal trainers prior to commencement of exercise to be satisfactory to us at our discretion.
- Adherence to all exercise directions by any of our qualified personal trainers and staff.

Failure to adhere to these restrictions will result in us terminating the Minor's Membership.

24/7 ACCESS

No non-Member access: Members must not bring a non-Member to a Gym. Any Member who brings a non-Member into a Gym acknowledges that:

- The Member accepts personal responsibility and liability for any injury, loss or damage caused to or by the non-Member whether or not there exists any negligence act or omission of Think 24Hr Fitness, its employees, licensees or agents;
- The Member's Membership may be terminated by Think 24Hr Fitness with an additional \$150 non-compliance fee charged to the Member's nominated bank account; and
- The Member will be prohibited from re-joining any Gym operating under the Think 24Hr Fitness brand.

Access Cards/Keys: You agree that if you lose an access card/key to a Gym we will charge you the cost of obtaining a replacement (as charged from time to time by the relevant card company).

UNSTAFFED HOURS

All Gyms operate on a 24/7 basis and are accessible by Members during unstaffed hours. As a Member utilising a Gym you acknowledge that you enter and use a Gym and the Facilities at your own risk. If you feel there is a risk to your personal property, health and safety or you have any other concerns regarding the use of the unstaffed Facilities, then you are at liberty not to use enter the Gym or use the Facilities at those times.

STAFFED HOURS

The staffed hours for any Gym are displayed at the entrance to the Gym. We reserve the right to make amendments to staffed hours at any time without notice.

VIDEO SURVEILLANCE

For security purposes, we use video surveillance equipment to monitor all Gyms on a 24 hour basis. By signing this Agreement you acknowledge that by accessing the facility you will be subject to video surveillance and recording. Video surveillance is limited to the floor area only, and is not used in the bathrooms or changing rooms or other private areas.

ORIENTATION

It is a condition of this Agreement that you participate in a scheduled Member orientation program. The orientation focuses on the safe and correct use of the equipment and Facilities provided at our Gyms. We may suspend or terminate this Agreement in the event of unsatisfactory completion of a Gym orientation prior to the commencement of exercise.

RELEASE & INDEMNITY

Release: You use the Facilities provided by us at a Gym at your own risk and acknowledge that the use of the Facilities may involve risk of injury or loss or damage to property, whether caused by you or another person. You release, to the fullest extent permitted by law, Think 24Hr Fitness against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person howsoever occurring except to the extent caused or contributed to by the negligent act or omission of Think 24Hr Fitness.

Indemnity: You indemnify Think 24Hr Fitness against and from all expenses, damages, costs, liabilities, claims, actions, proceedings, judgments and losses of any kind whatsoever that Think 24Hr Fitness incurs arising out of, caused by, attributable to or resulting from any accident, damage, loss, damage to property, injury or death to any person caused by you at or in a Gym or in the vicinity of a Gym.

EQUIPMENT

You understand and acknowledge that we purchase or lease the equipment in our Gyms from third parties and we do not manufacture any of the fitness or other equipment used in a Gym. You agree that we are not liable for defects in products or equipment and any injury loss or damage resulting therefrom.

NO LIABILITY FOR MEDICAL & FITNESS CONDITIONS

You represent that you are in good physical condition and have no medical reason or impairment that might prevent you from your using the Facilities and equipment at a Gym. You acknowledge that we did not and cannot give you any medical advice in relation to the use of the equipment. You acknowledge that it is not our responsibility to enquire as to and ascertain your health or fitness level. If you have any health or medical concerns now or after you join as a Member, you must discuss them with your doctor before using the equipment. If you use the equipment contrary to medical recommendations or fitness/use recommendations whether provided by us or another person, you do so at your own risk.

LIABILITY FOR PROPERTY

We are not liable to you for any personal property that is damaged, lost, or stolen while on or around a Gym including, but not limited to, a vehicle or its contents or any property left in a locker. If you cause damage to a Gym or any equipment you are liable to us for the cost of its repair or replacement.

PRIVACY

We will not disclose your personal details or any information provided under this Agreement to anyone unless:

- you authorize us to do so; or
- we are required to do so by law.

We may from time to time adopt a privacy policy which, if adopted, is deemed to form part of the terms of this Agreement.

ENTIRE AGREEMENT AND ENFORCEMENT

Representations: You acknowledge that neither we nor any other party has made any representations or promises upon which you have relied when entering this Agreement.

Entire Agreement: This document contains the entire Agreement between you and us and replaces any oral or other written agreement. Any manual or hand written changes to this Agreement are not valid.

Severance: If a court of competent jurisdiction declares any part of this Agreement invalid, it will be severed from this Agreement without invalidating the remaining parts, which will continue unaffected.

Waivers: If we do not enforce any rights in this Agreement for any reason, we does not waive the right to enforce them later. Any waiver by us is not effective unless it is in writing.

Jurisdiction: This Agreement is regulated by the laws of the State of Queensland and the parties bow to the jurisdiction of the courts of the State of Queensland.