

## Win Win Club Terms and Conditions

These Terms contain important information regarding the Revo Fitness loyalty and rewards program known as Win Win Club offered by Revofit Pty Ltd (ACN 626 924 712) as trustee for The NewFit Unit Trust (ABN 45 892 139 546) with its registered office at Suite 8, Level 2, 216 Stirling Highway, Claremont WA which operates the Revo Fitness Facilities (**Revo Fitness, we our, or us**).

By participating in Win Win Club, Members (**Member or you**) agree to be bound by these Terms.

Please read these Terms carefully. These Terms are a binding agreement between you and Revo Fitness.

### 1. Definitions and Interpretation

#### 1.1. Definitions

In these Terms, unless the context requires otherwise:

**Complimentary Membership** means a Revo Fitness Membership that is unpaid:

- (a) for an indefinite period; or
- (b) for the entirety of the Membership Agreement term,

but does not include:

- (c) any Revo Fitness Membership that is only temporarily unpaid due to:
  - (i) the application of an ex-gratia discount for a specified period; or
  - (ii) a complimentary membership period received from Revo Fitness as a prize or site-specific promotion; or
- (d) a Content Partner Membership.

**Content Partner Membership** means a Revo Fitness Membership that is unpaid and provided by Revo Fitness in connection with services supplied by the Member.

**Launch Date** means 2 December 2025.

**Marketing Platform** has the meaning given to that term in clause 2(d).

**Membership Agreement** means the Revo Fitness Membership Agreement Terms and Conditions available at [www.revofitness.com.au/terms](http://www.revofitness.com.au/terms).

**Minor Draw** means a Win Win Club promotion or prize draw that is not a major trade promotion under the laws of any jurisdiction in which Revo Fitness Facilities are located.

**Payment** means a payment due and payable by a Member under their Membership Agreement.

**Terms** means these Win Win Club Terms and Conditions, as amended from time to time, available on the Win Win Club Website, via the Revo Fitness App and at <https://revofitness.com.au/terms/>.

**Tickets** has the meaning given to that term in clause 5.1(a).

**Win Win Club** means the Revo Fitness member rewards and loyalty program detailed at <https://revofitness.com.au/win-win-club> and governed by these Terms.

**Win Win Club Website** means [www.revofitness.com.au/win-win-club](http://www.revofitness.com.au/win-win-club).

#### 1.2. Interpretation

- (a) Except where expressly defined in these Terms, any capitalised term contained in these Terms has the meaning given to those terms in the Membership Agreement.

- (b) Clause 1.2 (Interpretation) of the Membership Agreement is taken to be included in these Terms in full with any required amendments for the clause to be sensibly applied to these Terms.

## 2. Win Win Club overview

- (a) Win Win Club is a membership program designed to reward Revo Fitness Members for their loyalty, gym attendance and other behaviours by issuing Tickets to them.
- (b) Subject to these Terms, the Tickets will automatically enter participating Members into promotions and prize draws from time to time which may give Members a chance to win certain prizes.
- (c) Details of all major promotions and prize draws available to eligible Members (including terms and conditions of individual trade promotions where required by law) will be available from time to time on the Win Win Club Website and the Revo Fitness App.
- (d) Minor promotions and prize draws may also be advertised in Revo Fitness Facilities, on social media, by email, on the Win Win Club Website, and on the Revo Fitness App (each, a **Marketing Platform**).
- (e) By participating in Win Win Club you agree to be bound by the terms and conditions of each Win Win Club trade promotion or prize draw you are entered into.
- (f) The existence of Win Win Club does not oblige Revo Fitness to provide any other rewards or benefits to participating Members other than those listed in clause 2(b).

## 3. Eligibility

### 3.1. Participation

- (a) Subject to clauses 3.1(b) and 3.1(c), Win Win Club is open to individuals aged 14 years or older with an active Revo Fitness Membership.
- (b) If you are under the age of 18 years, you may be required to provide written consent from a parent or guardian before you will be eligible to claim any major prize won through Win Win Club, in accordance with the terms and conditions for the relevant trade promotion or prize draw.
- (c) One Win Win Club account per Member is permitted.

### 3.2. Tickets and prizes

- (a) Individuals will not be eligible to accumulate Tickets under Win Win Club or win or claim prizes under any Win Win Club promotion or prize draw while:
  - (i) they access Revo Fitness Facilities under a Guest Pass Agreement;
  - (ii) they have opted out of Win Win Club and have not opted back in to Win Win Club;
  - (iii) they hold a Complimentary Membership;
  - (iv) they are an employee of Revo Fitness or any related body corporate; and/or
  - (v) they are a Revo Fitness personal trainer.
- (b) Individuals will not be eligible to win or claim prizes under any Win Win Club promotion or prize draw:
  - (i) while they hold a 5-Week Membership;
  - (ii) while their Revo Fitness Membership is on an Extended Freeze;
  - (iii) while they hold a Content Partner Membership;
  - (iv) while their Revo Fitness Membership has been suspended (by Revo Fitness), cancelled, terminated or otherwise has a set end date;



- (v) if they have been in breach of the terms of their Membership Agreement at any time during the 3 months immediately preceding the relevant draw, regardless of whether Revo Fitness has waived its rights in respect of any such breach;
- (vi) if they have defaulted on any Payment at any time during the 3 months immediately preceding the relevant draw and have not rectified that Payment default by the relevant draw date, regardless of whether Revo Fitness has waived its rights in respect of any such Payment default; and/or
- (vii) if they have not accessed a Revo Fitness Facility within 3 months of the relevant draw.

### 3.3. Promotions

- (a) Eligibility requirements for individual promotions will be specified in the relevant terms and conditions for that promotion on one or more of the Marketing Platforms. If no terms and conditions are provided for a Minor Draw, clause 6.1 will apply.
- (b) There may be additional entrance requirements for individual promotions that exclude some Members from participating in certain competitions.
- (c) Revo Fitness makes no representations or warranties that trade promotions or prize draws will be available to all Members of Win Win Club.

## 4. Enrolment

### 4.1. Automatic enrolment

- (a) Members are automatically enrolled in Win Win Club upon signing up for a Revo Fitness Membership in accordance with the Revo Fitness Membership Terms and Conditions.
- (b) Individuals who were Members prior to the Launch Date are also automatically enrolled in Win Win Club from the Launch Date.

### 4.2. Opting out

- (a) If you wish to opt-out of Win Win Club, you can do so via the Revo Fitness App.
- (b) If you choose to opt back in to Win Win Club, your Tickets will be reinstated to your account.
- (c) If You wish to opt-out of direct marketing communication related to Win Win Club, You can unsubscribe at any time using the link in a direct marketing communication.
- (d) Opting out of direct marketing communications will not opt you out of Win Win Club, and You may still receive communications regarding any prize that you have won.
- (e) Your Win Win Club membership is not transferable to any other person and will come to an end when your Revo Fitness Membership comes to an end.

## 5. Tickets

### 5.1. Earning Tickets

- (a) Members can earn tickets (**Tickets**) for:
  - (i) **Longevity of Membership:** Base of 1 Ticket per month of current Revo Fitness Membership commencing on the Member's contract start date (not including any period served by a Transferred Member at an Acquired Club prior to the date of acquisition by Revo Fitness, any period served by a re-joining Member under any previous Revo Fitness Membership);
  - (ii) **Attending a workout session:** Base of 1 Ticket allocated per week (Monday to Sunday) in which an access scan is recorded in Revo Fitness' system after the Launch Date.



- (iii) **Engaging in target behaviours the subject of bonus campaigns:** Tickets allocated as advertised via any of the Marketing Platforms which will be at Revo Fitness' discretion.
- (b) The number of Tickets earned will depend on the Member's level of Membership, with the following multipliers applied to the base number of Tickets specified in clause 5.1(a):
  - (i) **Level 1 Members:** No multiplier – Level 1 Members earn the base number of Tickets specified in clause 5.1(a);
  - (ii) **Level 2 Members:** The base number of Tickets specified in clause 5.1(a) are multiplied by 2; and
  - (iii) **Level 3 Members:** The base number of Tickets specified in clause 5.1(a) are multiplied by 3.
- (c) We reserve the right to update, modify, or revoke any of the methods of earning Tickets as described above at any time in our sole discretion in accordance with clause 6.3.

## 5.2. Application of Tickets

- (a) Tickets will be credited to your account within 2 Business Days of being earned and can be tracked via the Revo Fitness App.
- (b) If you notice any issues with your Tickets, including issues resulting from scanning errors, you must inform us by email to [support@revofitness.com.au](mailto:support@revofitness.com.au) or via the Revo Fitness App (if available).
- (c) While we will make every effort to ensure Ticket records are correct, we will not be liable for discrepancies, omissions, inconsistencies or errors in Member accounts including those caused by any power outage, scanner/equipment glitch or errors in Member collection of Tickets.

## 5.3. Expiration of Tickets

- (a) If your Revo Fitness Membership ceases for any reason, your entire Ticket balance will expire and be automatically forfeited without compensation.
- (b) Expired tickets cannot be reinstated or transferred.

## 6. General

### 6.1. Standard Minor Draw terms

If no terms and conditions are provided on the Marketing Platform(s) for any individual Minor Draw being advertised, the following terms apply:

- (a) The prize(s) available will be as advertised on the Marketing Platform(s).
- (b) The **Draw Date** will be the date advertised on the Marketing Platform(s) (which may be by reference to a countdown timer).
- (c) The **Closing Date** will be the date advertised on the Marketing Platform(s), or if no closing date is listed, the last day of the month prior to the Draw Date.
- (d) The promotion or prize draw entry pool will be limited to:
  - (i) where the promotion references prizes per club, region or any other limiting factor, Win Win Club members:
    - (A) from the same club, region or other referenced factor (as applicable); and
    - (B) who are not ineligible under clause 3.2(b) on the Closing Date; or
  - (ii) where the promotion does not reference any limiting factor, Win Win Club members who are not ineligible under clause 3.2(b) on the Closing Date.



- (e) Eligible members will be automatically entered into the draw and given the same number of entries into the draw as their Tickets on the Closing Date.
- (f) The first entry drawn belonging to a Win Win Club member who is not ineligible under clause 3.2(b) on the Draw Date will win.
- (g) The winner will be contacted within 7 days of the Draw Date and, only if required by law, their name and postcode will be published on the Marketing Platform(s).
- (h) If the winner does not claim and collect the prize within 1 month of the Draw Date, the prize will be deemed to be forfeited and the promotion will not be redrawn.

## 6.2. Win Win Club Period

Win Win Club begins on the Launch Date and will continue until terminated, suspended, and/or converted to another program by Revo Fitness.

## 6.3. Changes to Terms

- (a) We reserve the right to change or modify these Terms in whole or in part, at any time and in our sole discretion by publication of the modified Terms on the Revo Fitness website. You agree that publication of modified Terms on the Revo Fitness website will be reasonable steps by Revo Fitness to inform you of the changes to the Terms.
- (b) In the event we make any material changes that adversely affect your rights, we will provide at least 30 days' prior notice.
- (c) If you don't opt out, you will be deemed to have accepted the changed Terms.

## 6.4. Termination and suspension

- (a) We reserve the right to suspend or terminate Win Win Club at any time without notice.
- (b) Any abuse of Win Win Club, failure to follow these Terms, or misrepresentation may result in account suspension or termination of your Win Win Club membership and forfeiture of your Tickets.

## 6.5. Privacy

- (a) As part of administering the Win Win Club, Revo Fitness will collect and handle your personal information in accordance with our Privacy Policy, available at: [www.revofitness.com.au/policies/](http://www.revofitness.com.au/policies/). By participating in Win Win Club, you agree to the disclosure of your personal information in accordance with competition terms and our Privacy Policy.
- (b) If you have not opted out of receiving direct marketing communications from Revo Fitness, we may send you Win Win Club related communications via email, the Revo Fitness App, SMS, mail and/or push notifications. You can opt out from receiving direct marketing from Us at any time, in the manner set out in Our Privacy Policy.
- (c) Even if you have opted out of receiving our direct marketing materials, we may be required to contact you in relation to any prizes you have won, or to meet any of our obligations under relevant trade promotions laws.

## 6.6. Important Details

- (a) There are no participation or membership fees associated with Win Win Club (other than maintaining your Revo Fitness Membership in accordance with the terms of your Membership Agreement).
- (b) Tickets accrued in connection with Win Win Club are promotional and do not constitute property and have no cash value. As such, Tickets are not redeemable for cash.



- (c) Tickets are not transferable and may not be transferred, auctioned, assigned to, or shared with, any other person, including family, friends, or others.

## **6.7. Tickets dispute**

- (a) If you have a dispute concerning your Ticket balance, you may raise this by contacting [support@revofitness.com.au](mailto:support@revofitness.com.au) or via the Revo Fitness App (if available).
- (b) We will use reasonable efforts to investigate all Ticket disputes notified to us under clause 6.7(a) if you notify us within thirty (30) days of the posting date to your account or the date in which the Tickets may have been earned.

## **6.8. Limitation of Liability**

To the fullest extent permitted by law, but subject to any liability which we are not permitted by law to exclude or modify, we do not accept any liability with respect to Win Win Club.

## **6.9. Governing Law**

These Terms are governed by the laws in Western Australia and the parties agree to submit to the non-exclusive jurisdiction of its courts.

## **6.10. Contact us**

For questions about Win Win Club, contact us at [support@revofitness.com.au](mailto:support@revofitness.com.au).

