

MEMBERSHIP TERMS

1. Application

1.1 These membership terms (**Membership Terms**) set out the terms of your membership with STRONG Pilates.

1.2 References to **STRONG Pilates, we, us** or **our** in these Membership Terms means the companies associated with the STRONG Pilates brand, being STRONG Pilates Franchising Pty Limited (and its related companies) and STRONG Pilates franchisees (together, the **STRONG Pilates Entities** and each a **STRONG Pilates Entity**);

1.3 You acknowledge and agree that:

1.3.1 your membership with STRONG Pilates is with the STRONG Pilates Entity which owns and operates the STRONG Studio to which your membership relates; and

1.3.2 the STRONG Pilates Entity which operates the STRONG Studio in each case is the contracting party for the purposes of these Membership Terms; and

1.3.3 the rights and obligations of STRONG Pilates specified in these Membership Terms shall be specific and limited to the STRONG Pilates Entity which you are contracting with.

1.4 By becoming a member with STRONG Pilates, you confirm that you accept these Membership Terms and agree to comply with them.

1.5. By participating in STRONG Week, you agree to the following terms and conditions.

1.5.1 To be eligible for the prizes, you consent to the sharing of your member details with third-party vendors associated with this promotion.

1.5.2 The member details shared may include, but are not limited to, name and contact information.

1.5.3 The purpose of sharing member details with third-party vendors is solely for prize fulfillment and related communication.

1.5.4 Third-party vendors will be selected at the discretion of the organiser and may include partners, sponsors, or suppliers.

1.5.5 The organiser and third-party vendors will handle member details in accordance with applicable data protection and privacy laws.

1.5.6 Member details will not be sold or shared with any other parties not associated with this promotion, except as required by law.

1.5.7 By providing your consent for sharing member details, you acknowledge that the privacy practices of third-party vendors may differ from those of the organiser, and you release the organiser from any liability arising from the use or disclosure of your member details by such vendors.

1.5.8 The organiser will make reasonable efforts to ensure the security and confidentiality of member details shared with third-party vendors. However, the organizer shall not be liable for any unauthorized access, use, or disclosure of member details by the vendors.

1.5.9 You have the right to withdraw your consent for sharing member details at any time. However, withdrawal of consent may result in your ineligibility for the prizes associated with this promotion.

1.5.10 The organiser reserves the right to modify, suspend, or terminate this sharing arrangement with third-party vendors at any time without prior notice.

1.5.11 This promotion is subject to all applicable laws and regulations and is void where prohibited.

1.5.12 **Entry Requirements:** Participants must adhere to the competition mechanics set out in the daily communication via social platforms and or emails. e.g., submit a survey form, share a post, etc.

1.5.13 Incomplete, illegible, or inappropriate entries will be disqualified.

1.5.14 **The prize** for the Competition is as described in the communication via social platforms and or emails and is non-transferable, non-exchangeable, and there is no cash alternative. The Organizer reserves the right to substitute the prize with another of equal or greater value if the original prize becomes unavailable.

1.5.15 Winner Selection and Notification: The winner will be chosen at random by a random competition generator from all eligible entries received during the Entry Period. There is one winner daily on a studio level on Day 3, Day 4 and Day 5 and the prizes will be awarded by the studio managers/owners of the studio where you attended STRONG Week. The winners of Day 1, Day 2, Day 6 and Day 7 will be awarded by STRONG HQ Australia and the winner will be chosen at random by a random competition generator from all eligible entries received during the Entry Period. The competitions on Day 1, Day 2, Day 6 and Day 7 are open to all eligible entries in the STRONG Network in the Southern Hemisphere.

2. Studio rules and regulations for STRONG Pilates classes

2.1 Waiver

You agree to sign our form before commencing your first STRONG Pilates class.

2.2 Class Cancellations

We enforce a strict class cancellation policy. If you have reserved a place in STRONG Pilates class and fail to cancel within the stipulated hours as outlined by your STRONG studio in advance you may be charged a cancellation fee and/or forfeit a session for the class. This includes switching time slots under the required notice time period. You may cancel or switch the time slot for any class through our online booking system.

2.3 Waitlist

We operate a waitlist for STRONG Pilates classes. If the class you have booked is full, you can reserve a position in the class. You will be notified by text and/or e-mail if you have been added to the class. If you are signed up for class and are not in attendance 5 minutes prior to the start of class, your Rowformer may be given away to someone on the waitlist.

2.4 Studio Rules

You must be physically present and checked in 5 minutes prior to the start of class or your spot may be released to a waitlisted client and you will be counted as a “no-show” for that class. No exceptions.

First-time clients must arrive 15 minutes before the start of their class.

If you are recovering from injury or illness, you must notify the instructor prior to class start time.

All pregnant clients must have clearance from their doctor, in writing, prior to a STRONG Pilates class.

All clients must have grip socks (no exceptions), a sweat towel and a water bottle (as we are a plastic-free studio). If you do not have any, we have some available for purchase at reception. We have the right to refuse you entrance into class if you are not properly attired.

Please be respectful of others whilst in the studio and coming/going from the studio.

Please ensure you wipe down all parts of the machine and accessories that you touched during your class.

2.5 Personal Belongings

While STRONG Pilates does provide lockers for all our clients in the studio, you assume all risk of loss for any of your personal belongings. You agree that STRONG Pilates is not responsible for any loss or damage to any personal belongings.

2.6 Minimum Age

The minimum age for attending a STRONG Pilates class is 16. Any person aged between 16 and 18 may only participate with their parent or guardian present.

3. Membership Packages

The following terms apply if you have selected a direct debit membership package. 3.1 **Term / Cancellation**

3.1. Minimum Term Memberships

3.1.1 Your membership will commence on the date you activate your membership and will automatically renew at the end of the minimum term. If you do not wish to renew your membership you must notify us before the end of the minimum term.

3.1.2 You may cancel your membership at any time by giving us 21 days' written notice (**Minimum Notice Period**). Your membership will terminate at the earlier of:

- i. the end of the minimum term; or
- ii. the end of the Minimum Notice Period.

3.1.3 If you choose to cancel your membership before the end of the minimum term, you must pay a termination fee of 50% of the balance of the membership fees you are contracted to pay for your full minimum term.

3.2 Week to week memberships

3.2.1 Your membership will commence of the date you activate your membership.

3.2.2 You may cancel your membership at any time by giving us 21 days' written notice.

3.2.3 Your membership will terminate at the end of the Minimum Notice Period.

3.3 Fees

You agree to pay the membership fee specified at the point of purchase for the term of your membership. All membership fees are paid in advance. Your membership fee is fixed for the term. If your membership is cancelled for any reason and you subsequently wish to reactive it, the membership fee will be at the then-prevailing rates as advertised on our website.

3.4 Payment

Payment of the membership fee is by direct debit on a weekly basis. By activating your membership, you authorise payment to STRONG Pilates of the membership fee. You must notify us of any change in bank account and, if so, complete any replacement direct debit authority required by us. You warrant that you will always have sufficient funds in your bank account to cover the membership fee, and breach of this warranty may result in us terminating your membership.

3.5 Membership Entitlements

The following membership entitlements may be offered at your STRONG Pilates studio:

Membership package	Classes per week	1 Complimentary no-show or late cancel each month	21 days' notice to cancel
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The STRONG Human	Unlimited	✓	✓
2 Session Membership	2	x	✓

The following terms apply to each membership package:

We reserve the right to change the timetable and types of classes offered at any time, see our website or app for the latest timetables. Classes are subject to availability. Reserved classes must be changed or cancelled within nine hours of the scheduled start time or they will be forfeited. You must be physically present and checked in five minutes prior to the start of class or your spot may be released to a waitlisted client. No exceptions.

3.6 Suspension

You may suspend your membership for up to 30 days per annum by giving us at least one weeks' notice in writing. The minimum amount of time that you can put your membership on hold is 7 days. The minimum term of your membership package will be extended by a time equivalent to the suspended period.

4. Class Packs

Class Package Entitlements

STRONG Week

This class package entitles you to 7 STRONG Pilates class credits, valid from 12 August till 18 August 2024. We reserve the right to change the timetable and types of classes offered at any time, see our website or app for up to date timetables. Classes are subject to availability. Reserved classes must be changed or cancelled within nine hours of the scheduled start time or they will be forfeited. You must be physically present and checked in five minutes prior to the start of class or your spot may be released to a waitlisted client. No exceptions.

5. Termination or Suspension

5.1 We may, in our sole discretion, terminate your membership or class package with immediate effect if you:

- 5.1.1. fail to make any payment on the date it is due under these Membership Terms and fail to remedy such non-payment within 5 days of the payment date;
- 5.1.2. are in breach of these Membership Terms, and, if the breach is capable of remedied, fails to remedy such breach within 20 days of receiving notice of the breach from us); or
- 5.1.3 have 10 or more no-shows within any 28 day period.

5.2 We may immediately suspend your membership at any time if we consider, in our sole discretion, you have failed to comply with any term or condition of these Membership Terms.

5.3 Upon the termination of these Membership Terms under clause 5.1:

- 5.3.1. If you have purchased a membership package, your membership will end from the date of termination and you must pay all amounts due and owing to us.
- 5.3.2 If you have purchased a class package, you will forfeit all unused classes as at the date of termination and you will not be entitled to any refund.

6. Consumer Laws

We will provide the STRONG Pilates classes and related services to you in accordance with our guarantees and obligations under the Australian Consumer Law (Australian Competition and Consumer Act 2010) and the New Zealand Consumer Guarantees Act 1986 (**Consumer Laws**). Where any services supplied by us fail to comply with any guarantee under the Consumer Laws, you have rights under the Consumer Laws.

7. Limitation of Liability

7.1 By becoming a member of STRONG Pilates and/or attending classes, events, activities, and other programs and using the STRONG Pilates studio facilities and equipment, you hereby acknowledge and agree:

7.1.1 that there are certain inherent risks and dangers in the strenuous nature of the STRONG Pilates workout program;

7.1.2 you have voluntarily chosen to participate in an intense physical exercise program;

7.1.3 you understand that STRONG Pilates strongly recommends that you consult with a physician prior to commencing any classes;

7.1.4 you have been fully informed of the strenuous nature of this exercise program and the possibility of adverse physiological occurrences including, but not limited to, abnormal blood pressure, fainting, heart attack or death; and

7.1.5 you assume all risks for your health and well-being.

7.2 Subject to clause 9, to the fullest extent permitted by law, release and hold harmless STRONG Pilates, its instructors, members and employees from any responsibility for any injury that may occur during a STRONG Pilates class and from any cost or damages that you may incur.

7.3 Nothing in these Terms is intended to affect any rights you have under the Consumer Laws.

8. Miscellaneous

8.1 You acknowledge that we may collect, use and disclose personal information about you in accordance with our privacy policy.

8.2 We will not be deemed to have waived any right under these Membership Terms unless the waiver is in writing and signed by us. A failure to exercise or delay in exercising any right by us under these Membership Terms will not operate a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in these Membership Terms.

8.3 If any provision in these Membership Terms is held to be invalid, illegal or unenforceable, this will not affect any other provision in these Membership Terms.

9. Governing Law

7.1 For members who are residents of New Zealand, the law of New Zealand applies to these Membership Terms and the reservations and transactions contemplated by them. The New Zealand courts have jurisdiction in respect of these Membership Terms and the transactions contemplated by them.

7.2 For members who are residents of Australia, the law of Victoria applies to these Membership Terms and the reservations and transactions contemplated by them. The courts of Victoria and the Commonwealth of Australia have jurisdiction in respect of these Membership Terms and the transactions contemplated by them.

7.3 At STRONG Pilates Philippines, we are committed to providing sessions and related services in compliance with the guarantees and obligations outlined in the Consumer Act of the Philippines [RA

7394]. If any services provided by us do not meet the guarantees specified in the Consumer Laws, you are entitled to rights under the Consumer Act.

Liability Waiver

By signing your initial client contract and/or attending classes, events, activities, and other programs and using the STRONG Pilates studio facilities and equipment, you hereby acknowledge on behalf of yourself, your heirs, personal representatives and/or assigns, that there are certain inherent risks and dangers in the strenuous nature of the STRONG Pilates workout program, you hereby acknowledge that you have voluntarily chosen to participate in an intense physical exercise program. You understand that STRONG Pilates strongly recommends that you consult with a physician prior to commencing any classes. By signing this document, you acknowledge that you have been fully informed of the strenuous nature of this exercise program and the possibility of adverse physiological occurrences including, but not limited to: abnormal blood pressure, fainting, heart attack or death. By signing this document, you assume all risk for your health and well-being, and fully release and hold harmless for any responsibility, cost or damages STRONG Pilates Pty Ltd, its instructors, members and employees. You hereby acknowledge that you, and any minor* under your care, fully released. * No one under 16 may participate. A minor aged 16-18 may participate with a parent present.