

Upstreet Gym Membership Voucher – T&C's



GENERAL

- ESC Operations Pty Ltd trading as Upstreet (“Upstreet”, “we”, “us” or “our”) is the issuer of Gym Membership Vouchers, redeemable through any Fitness First Australia (excluding Barangaroo) in accordance with these terms and conditions (“Gym Membership Voucher(s”).
- These terms and conditions are applicable to the purchaser and redeemer of a Gym Membership Voucher. By purchasing or redeeming a Gym Membership Voucher, you acknowledge and agree to these terms and conditions and the terms and conditions of Fitness First Australia, as relevant, available on their website: <https://www.fitnessfirst.com.au/terms-and-conditions/>
- By redeeming the fractional share reward associated with the Gym Membership Voucher, you acknowledge and agree to the additional terms and conditions for use of the Upstreet platform available at www.upstreet.co and the reward offer document available at https://www.upstreet.co/fitnessfirst_RO

GYM MEMBERSHIP VOUCHERS

- A Gym Membership Voucher:
 - a. will entitle the redeemer to utilise a nominated Fitness First Australia gym (excluding Barangaroo) for a four-week period. Access to the relevant gym excludes any access to Arena or Reform classes.
 - b. must be used consecutively and commences from your first session with the nominated gym.
 - c. Entitles the redeemer to be eligible to receive a fractional share reward in the Fitness First Investment Option as part of the Upstreet Rewards Program. The value of the rewards will be as set out in the Reward Offer Document, available [here](#): https://www.upstreet.co/fitnessfirst_RO
- A maximum of one Gym Membership Voucher can be utilised by any one person and is not valid for use by current members or persons that have had an active gym membership in the period of three months prior to date of redemption of the Gym Membership Voucher.
- Gym Membership Vouchers are limited and subject to availability. The Gym Membership Voucher may not be redeemed or used in conjunction with any other offer. It is advised that you consult your GP before beginning a new fitness regime.

EXPIRY DATE

- Gym Membership Vouchers expire on the date that is 2 months following the date of purchase ("Expiry Date"). After the Expiry Date, a Gym Membership Voucher cannot be used or redeemed and any unredeemed value on the Gym Membership Voucher is lost and becomes the property of Upstreet.

NON-REFUNDABLE AND CANCELLATION

- Gym Membership Vouchers are non-refundable. Gym Membership Vouchers cannot be cancelled or returned once purchased and no refunds will be given in relation to the value of Gym Membership Vouchers.
- Where a Gym Membership Voucher is lost or stolen, it cannot be cancelled or replaced. Upstreet is not responsible for any loss, direct or indirect, suffered by a purchaser or recipient of a Gym Membership Voucher.
- Despite anything else in these terms and conditions, Upstreet reserves the right to refuse, cancel or void any Gym Membership Voucher or the redemption of any Gym Membership Voucher where:
 - a. The Gym Membership Voucher has been issued in error;
 - b. For any breaches or noncompliance with these terms and conditions or other relevant Terms and Conditions referred to herein;
 - c. If required to do so by law, any regulatory or government authority or court; or
 - d. If Upstreet reasonably suspects that the Gym Membership Voucher (or its redemption) was obtained, or will be used, fraudulently or unlawfully.

PURCHASE OF GYM MEMBERSHIP VOUCHER

- Gym Membership Vouchers may be purchased online through <https://fitnessfirst.upstreet.co/>. All nominated recipients of a Gym Membership Voucher must be Australian residents for tax purposes.



REDEMPTION OF GYM MEMBERSHIP VOUCHER

- In order to redeem a Gym Membership Voucher, a person must meet the following requirements:
 - a. Contact your nominated Fitness First Gym (excluding Barangaroo) with your Gym Membership Voucher, delivered by email to complete the sign up and redemption process.
 - b. Each Gym Membership Voucher is redeemable by one person only and may not be shared or split in any way.
 - c. Redeemed by a person aged 16 years or older and where redeemed by a person under 18 years of age, will be subject to the consent of the person's parent or guardian in accordance with any requirements of the relevant Fitness First Australia.
 - d. Redeemed by a person that is not a current member or has not had any active membership in the 3 months prior to redemption.
- Upstreet reserves the right to request an eligible Gym Membership Voucher redeemer to provide proof of identity, proof of age, proof of residency and/or proof of entry validity, in order to redeem the Gym Membership Voucher and may engage other persons to verify these matters. Proof of identification, age, residency and entry considered suitable for verification is at the discretion of Upstreet. In the event that the identity of the eligible person cannot be verified or the eligible person is otherwise unable to redeem the Gym Membership Voucher, the eligible person will forfeit the value of the Gym Membership Voucher in whole and no substitute will be offered.



ISSUES WITH REDEMPTION OF GYM MEMBERSHIP VOUCHER

- If the redeemer is unable to redeem a Gym Membership Voucher, Upstreet may investigate and, in its discretion, replace the Gym Membership Voucher for a new Gym Membership Voucher of equal value. Upstreet may, in its absolute discretion, choose to refund the purchaser of the Gym Membership Value with any amount paid for the Gym Membership Voucher which has not been applied as fractional share rewards within the Upstreet Rewards Program.
- Upstreet is not responsible for any loss, direct or indirect, suffered by the purchaser or redeemer from a non-functioning Gym Membership Voucher.
- Upstreet is not required to replace any Gym Membership Voucher that cannot be redeemed because the redeemer is unable to successfully set up an account for Upstreet including passing KYC and email verification or does not meet any requirements of Fitness First Australia clubs.

REDEMPTION OF FRACTIONAL SHARE REWARDS

- By purchasing or redeeming a Gym Membership Voucher and redeeming the associated fractional share reward, you acknowledge and agree to Upstreet's general terms and conditions, available on our website, www.upstreet.co.
- In order to redeem the fractional share reward associated with the Gym Membership Voucher, the redeemer must:
 - a. have successfully purchased a Gym Membership Voucher and activated it in accordance with the terms and conditions;
 - b. Be a member of the Upstreet Fund;
 - c. Have a registered Upstreet account, including a verified email and completed KYC check;
 - d. Redeem the share reward by clicking on the redemption link the redeemer has received from Upstreet via email.
 - e. Redeem the fractional share reward within 6 months of the date of purchase of the Gym Membership Voucher (Share Reward Expiry Date).
- After the Share Reward Expiry Date, a fractional share reward cannot be used or redeemed and any unredeemed value of the fractional share reward is lost and becomes the property of Upstreet.

ISSUES WITH REDEMPTION OF FRACTIONAL SHARE REWARDS

- If the redeemer is unable to redeem the fractional share rewards associated with a Gym Membership Voucher, Upstreet may investigate and, in its discretion, replace the fractional share rewards associated with Gym Membership Voucher for new fractional share rewards of equal value.
- Upstreet is not responsible for any loss, direct or indirect, suffered by the purchaser or redeemer from a non-functioning redemption of the fractional share rewards associated with Gym Membership Voucher.
- Upstreet is not required to replace any fractional share rewards associated with Gym Membership Voucher that cannot be redeemed because the redeemer is unable to successfully set up an account for Upstreet including passing KYC and email verification or does not meet any requirements of Fitness First Australia clubs.

FEES

- Upstreet may charge fees on the purchase of a Gym Membership Voucher. These fees will be displayed during the purchase process and your tax invoice.

MISUSE AND DISCRETION OF UPSTREET

- You agree to not use Gym Membership Vouchers as a way to transfer money from one person to another. Upstreet reserves the right to cancel any Gym Membership Voucher or refuse the sale of a Gym Membership Voucher where there is a suspicion of money laundering or financial crime.

PRIVACY

- Upstreet Privacy Policy, available at www.upstreet.co, applies to Gym Membership Vouchers.
- By purchasing a Gym Membership Voucher you consent to Upstreet passing on your personal details including name and contact details to Fitness First Australia.

CHANGES TO TERMS AND CONDITIONS

- Upstreet may at any time, and without notice, change these terms and conditions.