VITALITY PAY AS YOU GYM THREE-FREE-VISITS TERMS AND CONDITIONS

These terms and conditions apply to the Pay as You Gym three (3) free-visits promotion. By taking part in this promotion, you agree to and accept these terms and conditions.

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The promotion and who qualifies

- 1. The promoters are Discovery Vitality (Pty) Ltd., Discovery Bank Ltd., Planet Fitness and Virgin Active, also referred to as 'promoters', 'us', 'we', and 'our'.
- 2. The gym partners are Planet Fitness and Virgin Active.
- 3. The 'member' or 'participant' is the qualifying client who has chosen to use the Pay as you Gym benefit during the promotion period and as such take part in the promotion.

To qualify to use the Vitality Pay as you Gym benefit, you need to:

- 3.1. Be a Discovery Bank client, aged 18 years or older
- 3.2. Have a qualifying Discovery Bank account with Vitality Pay and Vitality Money activated
- 3.3. Have a smartphone compatible with the Discovery App
- 3.4. Not have an active gym contract with Planet Fitness or Virgin Active with the Vitality gym benefit.
- 3.5. Secondary cardholders on the qualifying client's Discovery Bank account do not qualify for the Pay as you Gym benefit
- 4. All information relating to this promotion and information we publish on any promotional material form part of the terms and conditions.

- You will be eligible to receive your three free visits from 20 June 2022, up to and until 31 December 2025
- 6. Participants will receive their first three free visits per gym partner once they activate and use the Pay as you Gym benefit.
- 7. You may access up to three free visits, provided you have not already used three free visits from previous campaigns like the <u>One-month free launch promotion</u>.
- 8. Any attempts to benefit from this promotional offer outside of these dates will not qualify unless the promoters extend the offer.

Qualifying for this promotion

- 9. All activity on the Pay as you Gym benefit needs to be in line with the Pay as you Gym terms and conditions and the Vitality Pay terms and conditions, unless otherwise stated in these terms and conditions, to qualify for the promotion.
- 10. This benefit is available to members with a smartphone with enough mobile data or an available Wi-Fi network.
- 11. The benefit is only available if you have the Discovery Bank app, which is a requirement to register an account with Discovery Bank.

How the promotion works

- 12. If you're a member who qualifies and has activated Vitality Pay and the Pay as You Gym benefit, you can go to a Virgin Active or Planet Fitness gym (not including Virgin Active Collection clubs) during the promotion period and won't have to pay for your first three visits at each gym. After those three visits have been used, you will need to pay the regular Pay as you Gym rate. You may access up to the three free visits provided that you have not used three visits in the <u>One-month free launch promotion</u>.
- 13. Members can visit a different facility each day.
- 14. During the Pay as you Gym three-free-visit launch promotion, the pass will expire in line with the Pay as you Gym policy (three hours after request).
- 15. The pass is not transferable.
- 16. Vitality Fitness points only apply to members who have an active Vitality Health or Vitality Active Policy and follow the <u>Vitality points rules</u>.

This promotion only applies to the following gyms:

- <u>Virgin Active</u>
- <u>Planet Fitness</u>

Discovery Vitality (Pty) Ltd. Registration number: 1999/007736/07. Limits, terms, and conditions apply. Discovery Bank Limited. Registration number 2015/408745/06. An authorised financial services and registered credit provider. FSP number 48657. NCR registration number NCRCP9997. Limits, terms and conditions apply

Campaign period

17. The Pay as You Gym three-free-visit launch promotion offer will begin on 20 June 2022 up to and until 31 December 2025

General terms and conditions

- 18. By participating in this promotion all participants agree to be bound by these terms and conditions and the Pay as you Gym terms and conditions.
- 19. If a member can't use the benefit because of system issues, they'll have to pay the regular retail rate guest access fee. They need to send proof of payment, their name, surname, ID number, and phone number to Discovery Vitality (PayAsYouGymRefund@discovery.co.za) within three months from the day they used the gym. If they accessed the gym during their three free visits, Vitality will refund the full guest fee. If they went to the gym after using up their three free visits, Vitality will refund the price difference between the regular guest fee and the discounted Pay as you Gym Vitality rate. Discovery Vitality will deposit the refunded amount into the member's Discovery Bank account within five to seven days from the date of receiving the information.
- 20. If the guest fee is lower than the Pay as you Gym fee, there will be no refund.
- 21. The promoters reserve the right to cancel or change the promotion rules without giving notice ahead of time. If this happens, participants will lose and abandon any rights they may have against the promoter, our affiliates and associated companies to the extent permitted by law.
- 22. If required by legislation or for other legal reasons, the promoters reserve the right to cancel this promotion at any time and without notice. If this happens, all participants agree to lose any rights that they may have in terms of this promotion. Participants accept that they will have no recourse against the promoters or the promoters' agents to the extent permitted by law. We further reserve the right to cancel this promotion at once and without notice if the promotion is held to be or becomes unlawful.
- 23. The promoters are not legally responsible for any misrepresentation caused due to an unintentional copy error, typing error or omission that may occur in any promotional material.
- 24. Any violation or attempt to violate any of these rules will result in immediate disqualification.

- 25. Participants need to get their own tax advice about any benefit they may get in terms of these rules. The promoters are not responsible for any tax consequences.
- 26. Participants in this promotion understand and agree that to participate in the promotion, the promoter must collect and use personal information about participants, including transaction data. This promotion falls under the terms of the <u>Discovery Bank</u> <u>privacy statement</u> and <u>Discovery's privacy statement</u>.
- 27. The Discovery Bank Transaction Account, Discovery Bank Credit Card Account and Discovery Bank Suite terms and conditions apply. Please read the <u>Discovery Bank terms</u> <u>and conditions</u> for more information.

Need help or additional information?

If you have any queries, contact us on 0860 99 88 77 or chat to us on WhatsApp. Alternatively, you can chat to a Vitality agent 24/7 through *Ask Discovery* on the website or Discovery app. Look out for the pink chat icon and tap to start chatting.

Register for <u>Ask Discovery</u> on WhatsApp. If you have already registered, scan this QR code to start chatting:



If, for any reason, there is a conflict between rules in these terms and conditions and the Discovery Bank Main Rules will apply. The aspects governed by the Vitality programme falls to be governed by the Vitality Main Rules, the Vitality Main Rules for Vitality Active members will always apply.

Specific limits, terms and conditions apply to each offer or product and may change. We will let you know when we make such changes.

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