

FITNESS WORLD'S MEMBERSHIP TERMS

1. GENERAL

The following membership terms (hereinafter Membership Terms) are valid for memberships at Fitness World A/S, Egegårdsvej 61, DK-2610 Rødovre, CRN 25652991 (hereinafter FW).

Agreements regarding membership entered into at FW's centres and via FW's digital channels (Internet/app) are concluded between a private person (hereinafter the Member) and FW.

In addition to these Membership Terms, the Member shall also be bound by the specific terms and conditions which are applicable at the time, referred to in these Membership Terms. Such specific terms and conditions are an integral and inseparable part of the Membership Terms.

2. FITNESS WORLD MEMBERSHIP

2.1. TERMS FOR SETTING UP MEMBERSHIP

When establishing the membership, the Member must provide their name, address, email address, Danish phone number, reg. no., account/card number and civil registration number. If contact or bank/card details are subsequently changed, FW must be notified immediately. It is the Member's responsibility to ensure that FW has the Member's correct contact information at all times.

Upon registration or collection of a membership card, FW will take a photograph of the Member which will be stored by FW along with the Member's other personal data. The purpose for this is verification in connection with access control. If a member does not wish to have their photo taken, a separate solution can be established whereby the Member undertakes to verify their identity using photo ID when the Member is exercising or otherwise using their membership card

2.2. MEMBERSHIP TYPES

Summary of FW's valid membership types and specific conditions, rules, additional purchases and extra services for individual membership types are available [here](#).

Membership is personal and may not be used by anyone other than the Member. The Membership gives the Member access to using the equipment and services covered by their membership type.

The Membership can be used from the agreed start date, which appears on the purchase receipt.

2.3. LEGAL INCAPACITY AND AGE REQUIREMENTS

If the Member is under 18 years of age or is legally incapacitated, in order to set up a membership, the Member must go to a FW centre with their guardian or use a digital solution designated by FW. In connection with registration in an FW centre, both parties must bring valid photo identification. The guardian is liable for the minor's compliance with these Membership Terms and shall be liable for any claim FW may have against the Member pursuant to membership and these Membership Terms.

The minimum age for exercising in FW, regardless of the consent of a guardian, is 14 years. FW reserves the right to reduce this age limit without warning.

2.4. PAYER OTHER THAN THE MEMBER

When setting up a membership for which someone other than the Member is paying (the Other Payer), the Member and Other Payer must both go to a FW centre with valid photo identification or use a digital solution designated by FW.

In addition to the fixed monthly cost of membership(s) that the Other Payer has agreed to pay for, Other Payer is also obligated to pay any additional costs and fees incurred in connection with such membership(s) in accordance with the Membership Terms, including the purchase of products from vending machines/reception. The Other Payer is liable for any claim FW may have against the Member by virtue of the membership and these Membership Terms.

2.5. MEMBER'S CHANGE OF MEMBERSHIP TYPE

If the Member changes a membership type bought at a promotional price (includes changing their membership type during a minimum contract period), it entails the campaign price lapsing, and the Member must pay full price for the changed membership from the day the change takes effect.

2.6. MEMBERSHIP ON HOLD

The Member may put their membership on hold against payment of a fee, cf. FW's [price page](#). However, the Member cannot put their membership on hold when it was purchased at promotional price or during a possible minimum contract period. The applicable terms for putting membership on hold will always be available through the FW website or "Mit Fitness World" self-service.

3. USE OF MEMBERSHIP/CENTRE

3.1. HOUSE RULES

The Member is committed to continuously familiarise themselves with, and observe, the applicable [House Rules](#).

The Member's violation of the House Rules constitutes a breach of the membership and the Membership Terms and may result in expulsion or termination of membership, the imposition of fees and exclusion (blacklisting) of the Member from membership with FW and associated companies for a period set by FW or permanently. FW reserves the right to file a police report in case of violations of House rules.

3.2. MEMBERSHIP CARD/ACCESS

The Member shall use their membership card to gain access to FW's centres. FW decides whether membership cards shall be issued physically and/or digitally. Membership cards are personal and may not be used by others.

Membership cards must always be carried and scanned before exercise commences. They provide access to the FW centres and facilities in Denmark which are included in the membership type. In some cases, FW may require the Member to present photo ID in connection with visits to the FW centre.

If the Member forgets their membership card, the Member will be able to exercise anyway for a fee. The fees which are applicable at the time can be found [here](#).

The Member is responsible for keeping their membership card secure and in such a way that it is not damaged, lost or used by others; e.g. for unauthorised access or purchases. In case of loss or suspicion of abuse, FW must be informed immediately, including in writing. It is the responsibility of the Member to be able to prove that the membership card has been reported as lost to FW if subsequent doubts arise about this.

The Member may be held liable for the unauthorised use of membership cards until such cards have been reported lost/abused to FW.

In order to obtain a physical membership card, the Member must appear at a FW centre during manned hours. FW can also provide an alternative delivery method. In order to collect the membership card from a centre, the Member must bring valid photo identification.

If the physical membership card is damaged or lost, this must immediately be reported to FW, which will issue a new membership card for a fee.

3.3. FW APP AND WEBSITE

FW can give the Member access to managing their membership and exercise via an app or website. The Member's use of certain functionalities requires the Member to log in and use personal login information received from FW.

What is stated in clause 3.2 about storage, loss and abuse of membership cards applies similarly to login information.

FW is not liable for unavailability, crashes and defects or technical problems related to FW's app or website, including in connection with registration, cancellation, etc.

3.4. PERSONAL TRAINING

Once the Member becomes a member of FW, personal training can be purchased as an add-on. Information and applicable terms for this purchase can be seen [here](#).

3.5. REGISTRATION FOR, AND DEREGISTRATION FROM, ACTIVITIES AT FITNESS WORLD

Certain types of membership allow the Member to sign up for various activities, such as exercise classes. Registration and deregistration for activities must be done via FW's app or website.

Registration for, or failure to properly deregister from, an activity may result in a [fee](#). See more in the applicable terms for participation in activities, which can be found on FW's website.

3.6. VALUABLES AND PROPERTY DAMAGE

FW recommends that particularly valuable items (e.g. cash, watches, jewellery, purses, bags, etc.) should not be brought to the centre or stored in the changing room lockers. Other items brought by members should be stored in a securely locked locker during exercise. FW is not liable for any loss of property, theft or damage that occurs at FW's centres.

3.7. HEALTH AND PERSONAL INJURY

All exercise is done at your own risk. The Member is responsible for being in a health condition that permits participation in activities at FW, just as the Member is responsible for having received the instruction necessary to perform the activities correctly and safely. FW is not liable for any injury caused by failure to comply with the above, or accidents, or any other visitor's acts or omissions. Danish law's general rules of tort apply.

3.8. USE OF CENTRES TO PROVIDE PERSONAL TRAINING, NUTRITIONAL COUNSELLING, ETC.

Commercial activities such as exercise guidance, personal training and nutritional counselling of others, or other commercial activities, may not take place at FW's centres without FW's prior written consent.

3.9. RECORDING VIDEOS AND TAKING PHOTOS

FW's premises may not be used to record videos (moving images) and/or take photos for commercial use without prior written agreement from FW's headquarters.

It is not allowed to record video (moving pictures) or take photos of others at FW's centres or post these on online media without consent.

3.10. VIDEO SURVEILLANCE

All FW centres will be monitored using CCTV. The purpose of CCTV monitoring is to prevent crime and provide reassurance to staff members and other guests. You can read more about CCTV monitoring in the privacy policy which is applicable at the time, which can be accessed [here](#).

4. PAYMENT

The Member must pay for rolling membership on a monthly basis, as well as a setup fee and any other fees and service charges in accordance with FW's prices which are applicable at the time. The same applies to guardians or others who have assumed legal responsibility for the membership, including Other Payers. A rolling FW membership requires the Member to subscribe to automatic payments via a payment service designated by FW.

The monthly payment for the membership and other fees/payments falls due regularly at the agreed time, except on startup, where the first membership period, as well as any startup fee, is payable upon registration. The Member is responsible for the timely payment of membership, fees and service charges.

The Member receives their bills on "Mit Fitness World" [self-service](#) where payments are specified. Charges will then be available on "Mit Fitness World" self-service for 6 months.

For pre-paid memberships, the Member pays for the entire membership period in advance on startup.

4.1. PAYMENT SERVICE FOR AUTOMATIC PAYMENTS

It is possible to pay for the membership and purchases made during the membership automatically in accordance with the terms governing the use of a payment service designated by FW. The terms must be accepted separately and can be found [here](#).

The use of an automatic payment service may mean that an administrative fee must be paid. Read more about payment options and fees on FW's price page [here](#).

It is the responsibility of the Member/Other Payer to ensure that the agreement is properly registered with the payment service for automatic payments. If the agreement has not been set up correctly, FW will charge the fee applicable at the time, cf. FW's price page.

4.2. NON- OR LATE PAYMENT

If a payable amount is not paid on time, a reminder is sent via e-communication. FW charges a reminder fee according to current rates, which can be found on FW's price page [here](#).

If payment is not made by the specified due date, FW has the right to block the membership without notice so that the Member cannot exercise. If non-payment continues, FW has the right to terminate the membership without further notice and to collect other outstanding and payable amounts immediately.

If the membership is blocked, the Member may not exercise, use their membership card as payment or change their membership until the full outstanding balance has been paid to FW, and documentation has been presented for this.

FW reserves the right to, independently or through a partner, collect the outstanding amount, a fee for reminders and late payments and report bad payers to RKI/Experian in accordance with RKI's current terms. The fee is set by FW or FW's external partners.

In case of expulsion of the Member, termination of the membership, exclusion of the Member and reporting to the police, cf. sections 3.1. and 8, any outstanding amounts are payable immediately.

4.3. REFUND OF RECEIVABLES

In case of a receivable from FW, FW will generally credit such amounts to future membership. If the membership is terminated and the Member/Other Payer believes they have a receivable, they must contact FW's member service via the contact form on FW's website. Refunds can only be made to Danish bank accounts.

4.4. MEMBERSHIP CARD AS MEANS OF PAYMENT

The Member has the opportunity to use their FW membership card for payment at FW's centres, including for the purchase of products from FW's machines and at FW's reception desk. The threshold for purchases on your membership card is set by FW. The purchases made are charged along with the membership payment at your next monthly payment collection. Please refer to the terms of the payment service for automatic payment. Note that if an Other Payer is attached to the membership, cf. clause 2.4, it is not always possible to use your membership card as payment.

4.5. COUPONS, VOUCHERS AND GIFT CERTIFICATES

Gift certificates or coupons for FW cannot be exchanged for products.

Vouchers are valid for 12 months and can be used at the FW centres which provide the activity in question.

5. CHANGES

5.1. FW can continuously make changes to these Membership Terms. Changes will be announced in due time via FW's digital channels. In case of substantial changes impacting the Member, FW shall provide the Member with written notice by e-communication at least 45 days before the change comes into force. The Member always has the option to terminate their membership in accordance with clause 6.1

5.2 FW may make changes to offered membership types, services and products. FW shall provide the Member with written notice by e-communication at least 45 days before the change comes into force. The Member always has the option to terminate their membership in accordance with clause 6.1

5.3 FW may make price adjustments on an ongoing basis. FW may regulate the membership price due to increases in the consumer price index over the past year. Furthermore, such changes may be made if they are a result of increased costs associated with operating and safety conditions, or external costs related to FW's delivery of services to the Member, such as compliance with supervisory requirements or new or changed regulatory requirements, costs to suppliers or to address ongoing inflation, and as a result of expansions or changes to FW's memberships and services. If FW makes such price changes, FW shall provide the Member with written notice by e-communication at least 45 days before the price change comes into force. The Member always has the option to terminate their membership in accordance with clause 6.1

5.4 FW can continuously introduce new fees or change fees subject to the Membership Terms. For example, such fees may be introduced or adjusted as a result of increased costs for FW's handling of customer enquiries, lost membership cards or other equipment, or the handling of customer payments, including as a result of changes to FW's business procedures. The changes will appear on FW's price list which is applicable at the time and FW's digital channels well in advance. If FW introduces new fees, FW shall provide the Member with written notice by e-communication at least 45 days before the new fee comes into force. If there is an increase in an existing fee's size by over 10%, FW shall provide the Member with written notice by e-communication at least 45 days before such an increase comes into force.

6. TERMINATION, CANCELLATION, ETC.

6.1 TERMINATION BY THE MEMBER

The Member may terminate their membership at any time with one month's notice to the end of a month. If, for example, the Member terminates their membership on 15 May, their membership ends on 30 June. To terminate membership, first name, last name, date of birth and membership number must be provided.

A termination can be made through [self-service](#) or by contacting FW's member service.

The Member will receive a receipt for the implementation of the termination from FW. In case of doubt as to whether a membership has been terminated, it is the responsibility of the Member/Other Payer to prove that they have terminated their membership.

6.1.1. TERMINATION OF MEMBERSHIP WITH MINIMUM CONTRACT PERIOD BY THE MEMBER

If the Member has subscribed to a membership with a minimum contract period, the membership may be terminated with effect from the end of the month where the minimum contract period expires. After the minimum contract period, the membership can be terminated in accordance with clause 6.1.

6.1.2. CANCELLATION BY THE MEMBER

The Member has the right to cancel their membership if FW significantly and repeatedly neglects their obligations to the Member.

6.2 TERMINATION BY FW

FW may terminate the Member's membership at any time with one month's notice to the end of a month. If, for example, FW terminates the membership on 15 May, the membership ends on 30 June.

6.2.1 FW's CANCELLATION ETC.

FW has the right to cancel the Member's membership if the Member is in material breach of their obligations to FW. Late or non-payment of an amount due, (contributory) abuse of the membership card or login information, doping or material violation of House Rules always constitutes material breach. FW can also sanction the Member as stated in the House Rules; including by way of expulsion, exclusion, reporting to the police etc.

7. RIGHT OF CANCELLATION

When purchasing a membership, the Member has a 14-day right of cancellation from the day the membership agreement was entered into.

If the period expires on a public holiday, a Saturday, Constitution Day, Christmas Eve or New Year's Eve, the Member may wait until the following weekday to exercise the right of withdrawal.

To make use of the right, the Member must, before the expiry of the cancellation period, provide FW with an unambiguous declaration. This can be done by the Member contacting FW's member service via FW's website or by filling out this [form](#) and sending it to: Fitness World A/S, Egegårdsvej 61, DK-2610 Rødovre.

The Member is required to pay for the Membership from the agreed start date of the membership. In case of withdrawal from the agreement between the parties, the Member is liable to pay for the part of the service which has already been delivered. This is calculated proportionately, based on the period for which FW has been providing the membership benefits.

The Member/Other Payer has the burden of proving that he or she has exercised the right of cancellation if subsequent doubt arises about this.

8. DOPING

FW co-operates with Anti Doping Denmark (ADD). The Member is obligated to subject themselves to doping tests if requested by a representative of ADD. If the Member rejects this, it will be considered a positive test. A positive test means that FW may terminate the membership and expel the Member with immediate effect, cf. Section 6.2.

Any positive doping test will result in exclusion for at least two years from all fitness/exercise centres in Denmark that collaborate with ADD. Read more about doping [here](#).

A Member's possession, use, sale or transfer of doping substances, possession of doping substances with a view to transferring these to others, and encouraging or assisting doping use, is prohibited and will be reported to the police.

9. PROCESSING OF PERSONAL DATA

When an FW membership is set up, and when the Member uses FW's other services or makes additional purchases, FW collects various personal information about the Member in accordance with the privacy policy which is applicable at the time, which can be found [here](#).

10. APPEALS

If the Member wishes to complain about their membership purchase, the Member must contact FW member service via our contact form [here](#).

The Member may also complain regarding their membership purchase at FW by filing a complaint with the centre for Complaint Resolution, Nævnenes Hus, Toldboden 2, DK-8800 Viborg. The Member may appeal to the Centre for Complaint Resolution through www.forbrug.dk.

The Member may also choose to bring their complaint via the EU's online complaint portal (the "Online Platform") on <https://ec.europa.eu/consumers/odr/main/index.cfm>. The Online Platform contains information about options for an alternative dispute resolution procedure for a complaint. The Member may only use the Online Platform if the Member is a consumer residing in another EU country. If a complaint is submitted to the EU's online complaint portal, FW's email address medlemsservice@dk.fitnessworld.com must be provided.

11. LIABILITY AND LIMITATION OF LIABILITY

11.1 Unless otherwise stated in the Membership Terms (including the House Rules), the parties are liable to each other in accordance with Danish law. FW is not liable for any loss or damage caused by simple negligence, just as FW is not liable for indirect losses.

11.2 The Member is not entitled to claim damages or compensation if the Member's opportunity to use FW centres is reduced as a result of renovation or maintenance work, damage, repairs, cleaning, health or hygiene

measures or other operational measures initiated by FW. If, however, the Member's opportunity to use FW centres is significantly reduced for 14 consecutive days in this context, the Member shall be entitled to a proportionate reduction in the price of their membership for the period. In such cases, the Member is asked to contact FW's member service.

11.3. If FW is unable to fulfil their obligations to the Member as a result of conditions beyond FW's control, which FW could not foresee or overcome the consequences of (force majeure), the parties' obligations towards each other are suspended during the period during which force majeure exists. The Member cannot cancel their membership during this period, but the Member may terminate their membership in the usual way. If the Member has a pre-paid membership and FW is unable to meet their obligations to the Member for a period of time due to force majeure, the Member may not demand that such pre-paid membership is fully or partially refunded or compensated immediately for such period. If the membership remains in force after the force majeure period, FW will deduct the value of the prepaid membership for the period from the subsequent billing of the Member.

12. APPLICABLE LAW AND JURISDICTION

All purchases under these Membership Terms are subject to Danish law.

Any disputes that cannot be settled amicably are to be settled by the Danish courts.

In case of inconsistencies between the English and Danish versions of the Membership Terms, the latter shall prevail.

13. CONTACT INFORMATION

For questions regarding these membership terms, the Member is welcome to contact FW via our contact form [here](#) or Fitness World A/S, Egegårdsvej 61, DK-2610 Rødovre – Denmark.

14. VERSIONS

14.1 This is version 1.0 – 2020 of Fitness World's Membership Terms, applicable as of 1 August 2020 for memberships sold before June 11th.

14.2 This is version 1.0 – 2020 of Fitness World's Membership Terms, applicable as of June 11th 2020 for memberships sold from June 11th 2020.