

**PAY NOTHING TIL JAN
TERMS AND CONDITIONS**

1. PROMOTER

- 1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKS N 2.0 North Building, Level 3, 23 Challis Street, Dickson ACT 2602 (the "Promoter") is a subsidiary of Viva Leisure Limited (ABN 76 607 079 792) ("Viva") and is a member of the Viva Group which operates multiple facilities trading as GROUNDUP Studios ("GROUNDUP").

2. ACCEPTANCE OF TERMS

- 2.1. By entering this promotion, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety.
- 2.2. These Terms and Conditions may be varied, amended, or modified at any time at the sole discretion of the Promoter.
- 2.3. Any such variations shall take effect immediately upon publication at vivaleisure.group/legal/ or notification to participants. Continued participation in the Promotion following any variation shall constitute acceptance of the amended Terms and Conditions.

3. DEFINITIONS

- 3.1. **Promotion Period** means the period commencing at 12:00AM on Monday, 8 December 2025 and ending at 11:59PM on Friday, 15 December 2025, which may be amended at the Promoter's discretion.
- 3.2. **Eligible Individual** means an individual that enters an Eligible Membership at Eligible Location during the Promotion Period, subject to the Membership Terms and Conditions, a copy of which is located at <https://groundup.studio/>.
- 3.3. **Eligible Location** means any GROUNDUP Studio nationally excluding, Dickson Wellness.
- 3.4. **Eligible Membership** means any eligible Unlimited Commit and Movement Duo 12-week fixed-term Membership Agreement entered into by an individual at Eligible Location during the Promotion Period.
- 3.5. **Excluded memberships** include any Unlimited Flex Membership, all upgrades/downgrades, Intro Offers, 10-Class Packs, all Wellness Memberships, and any Wellness Visit Pack.
- 3.6. **Promotion** means the 'Pay Nothing 'Til Jan' promotion governed by these Terms and Conditions

4. OFFER

- 4.1. To participate in the Promotion, an Eligible Individual must, during the Promotion Period, sign up for an Eligible Membership at an Eligible Location in accordance with these Terms and Conditions and the GROUNDUP Membership Terms and Conditions.
- 4.2. An Eligible Individual who signs up in accordance with clause 4.1 is deemed to be participating in the Promotion.
- 4.3. The Promoter agrees to \$0 Activation Fee and to remove all membership fees from the date of purchase to 1 January 2026 ("Offer") for each Eligible Individual opting into the Promotion in accordance with these Terms and Conditions.

- 4.4. The Eligible Individual who joins, agrees that \$0 will be charged upon signup and understands their first direct debit with GROUNDUP will process on the 1 January 2026.
- 4.5. The Eligible Individual who joins, agrees and understands this free-time period is not a trial and that their membership is ongoing with direct debit payments recurring on a weekly basis.
- 4.6. The Offer cannot be transferred, exchanged for cash, or combined with other offers.

5. EARLY TERMINATION AND CANCELLATION

- 5.1. Any termination or cancellation of an Eligible Membership must be in accordance with the GROUNDUP Membership Terms and Conditions including any applicable administration and cancellation fees.
- 5.2. If an Eligible Individual chooses to cancel their Membership during the free-time period or during their 12-week commitment period, they will be subject to pay the cancellation fee in accordance with the GROUNDUP Membership Terms and Conditions.

6. RELEASE AND INDEMNITY

- 6.1. By participating in the Promotion, you agree to release, discharge and hold harmless the Promoter, Viva, and their officers, employees, contractors and agents from any and all liability for any loss, damage, injury, claim or expense (including, without limitation, indirect or consequential loss) arising out of or in connection with:
 - a) your participation in the Promotion;
 - b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); or
 - c) the acceptance, use or misuse of the Offer, except to the extent such liability cannot be excluded by law.
- 6.2. Participation in any GROUNDUP classes is at the individual's own risk and is subject to any applicable pre-exercise screening and health and safety requirements. Participants are responsible for ensuring that they are medically and physically fit to participate in any class or activity forming part of the Offer.

7. WARRANTIES AND CONSUMER GUARANTEES

- 7.1. To the fullest extent permitted by law, the Promoter makes no warranties, representations or guarantees (whether express or implied) in relation to the Promotion or the Offer, including but not limited to any implied warranties of merchantability, fitness for purpose, or non-infringement.
- 7.2. Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantees, rights or remedies conferred on participants by the Australian Consumer Law or any other applicable legislation that cannot be excluded, restricted or modified by agreement.
- 7.3. Where the Promoter's liability cannot be excluded but may be limited, the Promoter's liability is limited, at its option, to the resupply of the relevant goods or services or the cost of such resupply.

8. PRIVACY

- 8.1. By entering the Promotion, you consent to the Promoter collecting, using and disclosing your personal information for the purposes of administering the Promotion, and for related promotional and marketing purposes.

- 8.2. All personal information collected by the Promoter in connection with the Promotion will be handled in accordance with Viva's Privacy Policy, which is available at www.vivaleisure.com.au.

9. DISPUTES

- 9.1. Any disputes or complaints arising out of or in connection with the Promotion must be submitted in writing to info@vivaleisure.com.au within twenty-eight (28) days of the dispute arising or becoming known to the participant.
- 9.2. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, which may include requesting additional information, determining appropriate remedies or corrective measures, and setting reasonable deadlines for resolution.
- 9.3. All decisions made by the Promoter in respect of disputes are final and binding, except to the extent otherwise required by law.

10. GENERAL

- 10.1. Failure by the Promoter to enforce any provision of these Terms and Conditions shall not be deemed a waiver of such provision or of the Promoter's rights.
- 10.2. If any provision of these Terms and Conditions is found to be invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.
- 10.3. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties submit to the exclusive jurisdiction of the courts of the Australian Capital Territory for the resolution of any disputes arising out of or in connection with the Promotion.