

GROUNDUP FREE REFORMER INTRO CLASS
Terms and Conditions

1. PROMOTER

1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSN 2.0 North Building, Level 3/23 Challis Street, Dickson, ACT, 2062 (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.

2. ACCEPTANCE OF TERMS

- 2.1. By participating in 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. Any such variations shall take effect immediately upon publication or notification.

3. DEFINITIONS

Eligible Individual means an individual aged 13 and over, during the Promotion Period, accesses an Eligible Location, provides proof of age to the satisfaction of the Promoter, completes the required fitness disclaimer and induction process (including obtaining parental/guardian consent where applicable), and agrees to comply with the conditions of entry and GROUNDUP Membership Terms and Conditions, a copy of which is located at www.vivaleisure.com.au/legal, while using the facilities.

Eligible Location means any GROUNDUP studio nationally.

Excluded Locations means any location that is not a GROUNDUP studio, including GROUNDUP Dickson Wellness.

4. PROMOTION PERIOD

Promotion Period means the period commencing on Sunday, 1st February 2026 at 12:00am (AEDT) and ending on Saturday, 28th February 2026 at 11:59pm (AEDT), which may be amended at the Promoter's discretion.

4.1. Upon cessation of the Promotion Period:

- a) no further claims or participation in the Promotion will be accepted;
- b) any promotional benefits, discounts, or offers associated with the Promotion will cease to be available; and

4.2. The Promoter accepts no liability for any loss or disappointment suffered by any person as a result of the termination of the Promotion.

5. OFFER

- 5.1. The Promoter agrees to provide Eligible Individuals with a Free 30 Minute Reformer Intro Class during the Promotion Period in accordance with these Terms and Conditions.
- 5.2. Eligible Individuals will receive the Offer once the steps required in clause 5.4 have been completed to the satisfaction of the Promoter.
- 5.3. The Eligible Individual agrees to:
- comply at all times with the GROUNDUP Terms and Conditions and all studio rules, policies, directions and safety requirements notified by the Promoter or club staff from time to time, including (without limitation) requirements relating to appropriate conduct, respectful behaviour towards other patrons and staff, safe and proper use of equipment, hygiene, and health and safety;
 - only access and use an Eligible Location during staffed hours, acknowledging that staffed hours vary by location and may change during the Promotion Period;
 - register via the campaign landing page at <https://groundup.studio/free-class> , in person at a GROUNDUP Facility or via Meta.
 - obtain and maintain parental/guardian consent (if under the age of 18) to participate in the promotion prior to first use of the facilities, which must be provided in person and recorded in writing;
 - complete all required pre-exercise screening, fitness disclaimers and induction processes (including any minor-specific forms), answer all questions truthfully and accurately, and immediately notify Studio staff if any information changes or if the Eligible Individual experiences any illness, injury, or discomfort while using the facilities; and
 - take any other action reasonably required by the Promoter.
- 5.4. The Promoter reserves the right to cancel, reschedule or substitute the Offer (or any booked class) at any time for operational, safety or other reasonable reasons. No compensation is payable where cancellation or rescheduling occurs.
- 5.5. Participation is subject to availability, capacity limits and booking requirements. The Promoter does not guarantee availability of any class time or location.
- 5.6. The Promoter may refuse entry to, suspend, or revoke an Eligible Individual's access at any time if the Eligible Individual breaches these Terms, any club rules, or if the Promoter reasonably considers it necessary for safety, security, operational or conduct-related reasons.
- 5.7. The Offer cannot be transferred, exchanged for cash, or combined with other offers.

6. ASSUMPTION OF RISK

- 6.1. The Eligible Individual acknowledges that participation in a reformer Pilates class and use of fitness facilities involves inherent risks, including the risk of physical injury, aggravation of existing injuries, illness or other harm.

Commented [OB1]: This is all in the app in terms of pre-ex etc. Our u18 process needs work but we currently don't attract many juniors. There is an option to do something in Hapana, I just haven't had a chance to complete it.

6.2. By participating in the Promotion, the Eligible Individual voluntarily assumes all risks associated with participation, whether arising from their own actions, the actions of others, the use of equipment, or the condition of the facilities, except to the extent caused by the Promoter's negligence or breach of non-excludable statutory obligations.

7. WARRANTIES

7.1. The Eligible Individual warrants and represents that:

- a) they are physically fit and able to safely participate in a reformer Pilates class;
- b) they are not aware of any medical condition, injury, illness or other circumstance that would make participation unsafe or inadvisable;
- c) they have completed all required pre-exercise screening truthfully and accurately; and
- d) they have obtained medical advice where appropriate before participating.

7.2. The Eligible Individual agrees to immediately cease participation and notify studio staff if they experience pain, dizziness, discomfort or any other adverse symptoms.

8. WAIVER AND RELEASE

8.1. To the fullest extent permitted by law, the Eligible Individual releases and waives any claim against the Promoter, Viva, and their officers, employees and contractors for loss, injury or damage arising out of or in connection with participation in the Promotion, except where such loss is caused by negligence or a breach of non-excludable statutory rights.

9. INDEMNITY

9.1. The Eligible Individual indemnifies the Promoter against any loss, damage, liability, cost or expense arising from:

- a) a breach of these Terms and Conditions;
- b) inaccurate or incomplete information provided by the Eligible Individual; or
- c) the Eligible Individual's negligent or unlawful conduct while participating in the Promotion.

10. LIMITATION OF LIABILITY

10.1. Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy that cannot be excluded under the Australian Consumer Law.

10.2. To the extent permitted by law, the Promoter's liability for any loss or damage arising out of or in connection with the Promotion is limited to resupplying the services or the cost of having the services resupplied.

11. PRIVACY

11.1. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with this promotion will be handled in accordance with Viva's Privacy Policy and collection notice, which is expressly incorporated into these Terms and Conditions by reference. These Policies are available at www.vivaleisure.com.au/legal.

11.2. By participating in this program, you agree that Viva Leisure may collect, use and disclose your personal information for marketing and promotional purposes, including contacting you about products, services and offers, in accordance with our Privacy Policy. You may opt out of receiving marketing communications at any time.

12. REFUNDS

12.1. There is no fee to participate. To the extent any fees are paid for optional services, they are non-refundable except as required by law.

13. DISPUTES

13.1. 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.

13.2. The Promoter reserves the right to determine the resolution of any dispute in its sole discretion, which may include:

- a) Requesting additional information;
- b) Determining appropriate remedies or corrective measures;
- c) Setting reasonable deadlines for resolution.

13.3. All decisions made by the Promoter in respect of disputes are final and binding. No correspondence will be entered into. Participants waive any right to escalate disputes outside the channels outlined above.

13.4. Nothing in this clause limits any rights a participant may have under the Australian Consumer Law.

14. GENERAL

14.1. 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.

14.2. The Promoter reserves all rights and remedies available under law or equity. The exercise of any right or remedy shall not preclude the exercise of any other right or remedy.

14.3. Neither party shall be liable for any delay or failure to perform its obligations under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labour disputes, cyberattacks, or government actions.

14.4. If any provision of these Terms and Conditions is held to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force and effect.

14.5. 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.