

GROUNDUP 40% OFF 5 & 10 VISIT PACKS PROMOTION

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, 2026 (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 18 years or over who purchases an Eligible Visit Pass at an Eligible Location during the Promotion Period and agrees to comply with the conditions of entry and the GROUNDUP Terms and Conditions, a copy of which is available at www.vivaleisure.com.au/legal, while using the facilities.

Eligible Location means GROUNDUP Dickson Wellness.

Eligible Visit Pass means a 5-session or 10-session visit pack for sauna, ice bath or red light therapy purchased at the Eligible Location during the Promotion Period.

Excluded Products means all other products or services offered by the Promoter, including but not limited to single visit purchases, introductory offers, memberships, recurring membership products, class packs and any other visit packs not expressly identified as an Eligible Visit Pass.

4. PROMOTION PERIOD

Promotion Period means the period commencing on Tuesday, 10 March 2026 at 9:00am (AEDT) and ending on Wednesday, 11 March 2026 at 11:59pm (AEDT), which may be amended, extended or terminated by the Promoter at its discretion.

- 4.1. Upon cessation of the Promotion Period:
 - a) no further purchases or participation in the Promotion will be accepted; and
 - b) any promotional benefits, discounts, or offers associated with the Promotion will cease to be available.

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

5. OFFER

5.1. The Promoter agrees to provide Eligible Individuals with a forty percent (40%) discount on Eligible Visit Passes purchased at an Eligible Location during the Promotion Period in accordance with these Terms and Conditions.

5.2. Eligible Individuals will receive the Offer automatically at the time of purchase when purchasing an Eligible Visit Pass during the Promotion Period.

5.3. The Eligible Individual agrees to:

- a) 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;
- b) only access and use an Eligible Location during staffed hours, acknowledging that staffed hours may vary and may change from time to time;
- c) complete all required pre-exercise screening, health disclaimers, waivers and induction processes prior to using any facilities or services associated with an Eligible Visit Pass;
- d) provide accurate and complete information when registering or purchasing an Eligible Visit Pass and notify studio staff if any information changes; and
- e) take any other action reasonably required by the Promoter.

5.4. The Offer applies only to Eligible Visit Passes, being 5-session or 10-session packs for sauna, ice bath or red light therapy purchased at the Eligible Location during the Promotion Period.

5.5. The Offer does not apply to:

- a) single visit purchases;
- b) introductory offers;
- c) memberships or recurring membership products;
- d) any other visit packs or services not expressly identified as an Eligible Visit Pass; or
- e) purchases made outside the Promotion Period.

5.6. The Promoter may refuse entry to, suspend, or revoke an Eligible Individual's access to facilities or services 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 any other promotion, discount or offer, unless otherwise determined by the Promoter.

6. ASSUMPTION OF RISK

6.1. The Eligible Individual acknowledges that the use of wellness facilities, including sauna, ice bath and red light therapy, and participation in any activities at the Eligible Location involves inherent risks, including but not limited to dehydration, dizziness, fainting, burns, hypothermia, cardiovascular stress, aggravation of existing injuries or medical conditions, illness, or other physical harm.

6.2. By participating in the Promotion and using the facilities associated with an Eligible Visit Pass, the Eligible Individual voluntarily assumes all risks associated with such participation and facility use, 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 use the wellness facilities and services available at the Eligible Location, including sauna, ice bath and red light therapy;
- b) they are not aware of any medical condition, injury, illness or other circumstance that would make participation unsafe;
- c) they have completed all required pre-exercise screening, health declarations or waivers truthfully and accurately; and
- d) they have obtained appropriate medical advice prior to participation where necessary.

7.2. The Eligible Individual agrees to immediately cease use of any facilities and notify studio staff if they experience pain, dizziness, discomfort or any other adverse symptoms while using the facilities.

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 any loss, injury, illness, damage or harm arising out of or in connection with participation in the Promotion or the use of facilities and services at the Eligible Location, including but not limited to sauna, ice bath and red light therapy, 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. Eligible Visit Passes purchased under this Promotion are non-refundable and non-transferable, except as required by law.

12.2. Nothing in these Terms excludes or limits any rights the Eligible Individual may have under the Australian Consumer 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.