

**GROUNDUP - Movement
3 Weeks Free 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, 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

- 3.1. **Promotion Period** means the period commencing at 12:00AM on Tuesday, 28 April 2026 and ending at 11:59PM on Thursday 30 April 2026, 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. Excludes GROUNDUP 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 '3 Weeks Free' promotion governed by these Terms and Conditions

4. PROMOTION PERIOD

- 4.1. Promotion Period means the period commencing on Tuesday, 28 April 2026 12:00am and ending on Thursday, 30 April 2026 11:59 pm, which may be amended at the Promoter's discretion.
- 4.2. 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

- c) the Promoter may, at its discretion, honour any validly submitted entries or claims received prior to termination.

4.3. 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 \$0 Activation Fee and will remove 3 weeks of membership fees ("Offer") for each Eligible Individual opting into the Promotion in accordance with these Terms and Conditions.

5.2. Eligible Individuals will receive the Offer upon sign up to an Eligible Membership.

5.3. The Eligible Individual agrees to pay the initial membership pro rata fee (if applicable) upon signup as part of the membership Terms and Conditions. The promotional credit will be applied once the pro-rata has been paid.

5.4. The Offer cannot be transferred, exchanged for cash, or combined with other offers.

6. PRIVACY

6.1. 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.

7. REFUNDS

7.1. Except as otherwise required by law, all fees and costs paid in accordance with these terms are non-refundable.

8. DISPUTES

8.1. 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.

8.2. 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.

8.3. 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.

9. GENERAL

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.