

GROUNDUP WELLNESS FIRST SESSION FREE
Terms and Conditions**1. PROMOTER**

1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSJN 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 Wellness.

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 (inclusive), is a first-time participant in any GROUNDUP Wellness service (including any paid session or trial offer at any GROUNDUP Wellness location), and 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 and agrees to comply with the GROUNDUP Wellness Membership Terms and Conditions, a copy of which is located at www.vivaleisure.com.au/legal, while using the facilities.

Eligible Location means GROUNDUP Wellness Dickson.

Excluded Locations means any location that is not GROUNDUP Wellness.

4. PROMOTION PERIOD

Promotion Period means the period commencing on Wednesday, 1st April 2026 at 12:00am (AEDT) and ending on Tuesday, 30th June 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 one (1) complimentary sauna, ice bath or red light therapy session during the Promotion Period in accordance with these Terms and Conditions.
- 5.2. The Offer entitles the Eligible Individual to one (1) standard session of a single selected service of the type and duration ordinarily provided to paying members. The Offer does not include multiple services, extended use, or additional sessions.
- 5.3. Eligible Individuals will receive the Offer once the steps required in clause 5.4 have been completed to the satisfaction of the Promoter.
- 5.4. The Eligible Individual agrees to:
 - a) comply at all times with the GROUNDUP Wellness Membership 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) use of the sauna, ice bath and red light therapy bed is at your own risk. These facilities involve inherent risks including (but not limited to) dehydration, dizziness, fainting, burns, hypothermia, and cardiovascular stress. You should stop immediately if you feel unwell and seek medical advice before use if you have any medical condition;
 - c) studio staff have discretion to refuse participation where safety concerns arise, and have the right to refuse entry or remove participants for safety or behaviour reasons;
 - d) only access and use an Eligible Location during staffed hours, acknowledging that staffed hours vary by location and may change during the Promotion Period;
 - e) provide proof of age at the time of registration and upon request at any time during the Promotion Period, to the satisfaction of the Promoter, and acknowledge that failure to provide acceptable proof of age may result in refusal of entry or withdrawal of promotional access;
 - f) ensure that all required registration details, identification, screening information, and waiver documentation are complete, accurate, and provided to the Promoter's satisfaction, and acknowledge that failure to do so may result in refusal of entry or withdrawal of access to the Offer.
 - g) complete all required pre-exercise screening, fitness disclaimers, health waivers and induction processes (including any minor-specific forms), answer all questions truthfully and accurately, and immediately notify club staff if any information changes or if the Eligible Individual experiences any illness, injury, or discomfort while using the facilities; and
 - h) take any other action reasonably required by the Promoter.

5.1.2 participation in the Offer is conditional on the Eligible Individual being assessed by the Promoter as safe and suitable to use the relevant facilities, and the Promoter may refuse access where pre-exercise screening, waiver responses, or other information indicate that participation may be unsafe or inappropriate;

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5.5. The Offer is limited to one (1) per person and may only be redeemed once. The Offer cannot be transferred, exchanged for cash, or combined with other offers.

5.6. The Offer:

5.7a) may be redeemed by booking via the GROUNDUP Wellness application or by attending an Eligible Location on a walk-in basis;

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5.8b) is strictly subject to availability of appointments, facilities, equipment, and staff; and

5.9c) must be redeemed at the Eligible Individual's first visit during the Promotion Period and cannot be deferred, credited, or redeemed at a later date.

5.10.5.7 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.

5.11.5.8 The Promoter does not guarantee immediate or continuous access to any service. Availability may be limited due to operational requirements, capacity constraints, equipment availability, or other factors.

5.12.5.9 Where an Eligible Individual is refused access to the facilities or the Offer for safety, health, behavioural, or operational reasons, the Offer will be deemed forfeited and no substitute benefit, credit, or compensation will be provided.

5.13.5.10 If an Eligible Individual:

5.14a) fails to attend a booked session;

5.15b) arrives late and is unable to participate; or

5.16c) cancels, does not complete, or is unable to complete the session for any reason,

5.17 the Offer will be deemed used and forfeited, and no replacement session, credit, or alternative benefit will be provided.

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6. PRIVACY AND MARKETING

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.

6.2. By participating in this Promotion and providing their personal information, the Eligible Individual:

6.3.g) consents to the Promoter collecting, using, and disclosing their personal information for the purposes of administering the Promotion and providing services; and

6.4.b) consents to receiving marketing and promotional communications from the Promoter and related entities within the Viva Group, including via email, SMS, and other electronic means.

6.5.6.3. The Eligible Individual may opt out of receiving marketing communications at any time by following the unsubscribe instructions provided or by contacting the Promoter.

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7. REFUNDS

7.1. 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

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. Nothing in this clause prevents a participant from exercising any rights available under law.

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

9. LIMITATION OF LIABILITY

9.1. To the maximum extent permitted by law:

- a) participation in the Promotion and use of the facilities is at the participant's own risk;
- b) the Promoter excludes all liability for any loss, damage or injury (including indirect or consequential loss) suffered or incurred in connection with the Promotion or use of the facilities, except to the extent caused by the negligence or wilful misconduct of the Promoter; and
- c) the Promoter is not liable for any loss or damage to personal property brought into or left at the Eligible Location.

9.2. Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted or modified.

10. INDEMNITY

10.1. Participants indemnify the Promoter against any loss, damage, cost or liability suffered or incurred as a result of the participant's breach of these Terms and Conditions, failure to follow reasonable directions, or negligent or unlawful conduct.

11. GENERAL

11.1. 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.

11.2. 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.

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

11.4. 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.

11.5. The Promoter reserves the right, at its absolute discretion and at any time, to cancel, suspend, extend, modify or withdraw the Promotion or the Offer

~~11.6.~~ 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.

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