

GROUNDUP WELLNESS WORLD HEALTH DAY  
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 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.
- 2.3. These Terms and Conditions will be available via [<https://groundup.studio/wellness>]

3. DEFINITIONS

**Eligible Individual** means an individual aged eighteen (18) years or over who holds a valid GROUNDUP account and, in order to participate in the Promotion, completes any required booking, health screening, waiver, and induction process to the satisfaction of the Promoter.

**Eligible Location** means GROUNDUP Wellness Dickson.

**Sauna Session** means one (1) standard sauna session of forty-five (45) minutes' duration, which may be undertaken in either an infrared sauna or a traditional sauna (as selected by the participant at the time of booking), and excludes any additional services, upgrades, or add-ons.

4. PROMOTION PERIOD

- 4.1. **Promotion Period** means the period commencing at 12:00am (AEDT) on Tuesday, 7 April 2026 and ending at 11:59pm (AEDT) on Wednesday, 8 April 2026 (inclusive), during which Eligible Individuals may make a booking to access the Offer.
- 4.2. **Redemption Period** means the period commencing at 12:00am (AEDT) on Tuesday, 7 April 2026 and ending at 11:59pm (AEDT) on Monday, 13 April 2026 (inclusive), during which Sauna Sessions may be attended, subject to availability.
- 4.3. Upon expiry or termination of the Promotion Period:
- a) no further bookings under the Promotion will be accepted;
  - b) the Offer will no longer be available for selection or redemption; and
  - c) the Promoter may, at its discretion, honour any valid bookings made during the Promotion Period.

- 4.4. Bookings made during the Promotion Period must be scheduled for a Sauna Session occurring within the Redemption Period.
- 4.5. The Promoter accepts no liability for any loss, cost, expense or disappointment suffered by any person as a result of the Promotion ending, being withdrawn, or becoming unavailable.

## 5. ELIGIBILITY

- 5.1. The Promotion is open to Eligible Individuals.
- 5.2. To be eligible to participate in the Promotion, an individual must:
  - a) hold a valid GROUNDUP account accessible via the GROUNDUP website or mobile application; and
  - b) complete a booking for a Sauna Session during the Promotion Period in accordance with these Terms and Conditions.
- 5.3. The Promotion is open to both new and existing GROUNDUP customers.
- 5.4. Each Eligible Individual is entitled to a maximum of one (1) Sauna Session under the Promotion.
- 5.5. The Promoter reserves the right, at its sole discretion, to:
  - a) verify the eligibility of any individual, including confirming identity and account details;
  - b) refuse, cancel, or revoke any booking where it reasonably believes that an individual has not complied with these Terms and Conditions or has engaged in fraudulent, misleading, or improper conduct; and
  - c) withhold or withdraw the Offer where eligibility cannot be verified to the Promoter's satisfaction.

## 6. OFFER

- 6.1. During the Promotion Period, the Promoter offers Eligible Individuals one (1) complimentary Sauna Session (Offer), in accordance with these Terms and Conditions.
- 6.2. The Offer entitles an Eligible Individual to one (1) Sauna Session, as defined in clause 3, and does not include any additional services, extended use, upgrades, or multiple sessions.
- 6.3. To redeem the Offer, an Eligible Individual must:
  - a) log in to their GROUNDUP account via the GROUNDUP website or mobile application; and
  - b) complete a booking for a Sauna Session during the Promotion Period, selecting a session scheduled within the Redemption Period.
- 6.4. The Offer is only available for bookings made during the Promotion Period and must be scheduled for a Sauna Session occurring within the Redemption Period.
- 6.5. Participation in the Offer is conditional on the Eligible Individual:

- a) complying with all applicable GROUNDUP studio rules, policies, directions, and safety requirements as notified by the Promoter or staff from time to time;
- b) completing all required registration steps, including account creation, health screening, waiver acknowledgement, and induction processes to the satisfaction of the Promoter; and
- c) being assessed by the Promoter as safe and suitable to participate, having regard to any information provided in screening or waiver responses.

6.6. The Eligible Individual acknowledges and agrees that:

- a) use of sauna facilities involves inherent risks, including (but not limited to) dehydration, dizziness, fainting, burns, and cardiovascular stress;
- b) participation is at their own risk; and
- c) they should cease use immediately and seek medical advice if they feel unwell or have any medical condition that may impact safe participation.

6.7. The Offer:

- a) is limited to one (1) Sauna Session per Eligible Individual;
- b) is non-transferable, non-exchangeable, and not redeemable for cash or any other benefit; and
- c) cannot be used in conjunction with any other promotion, offer, or discount.

6.8. All Sauna Sessions are strictly subject to availability of appointments, facilities, equipment, and staff. The Promoter does not guarantee that preferred dates or times will be available.

6.9. The Promoter reserves the right to refuse entry to, suspend, or revoke access to the Offer where an Eligible Individual:

- a) breaches these Terms and Conditions or any applicable studio rules or policies; or
- b) is considered by the Promoter, acting reasonably, to pose a risk to health, safety, or the wellbeing of themselves, staff, or other participants.

6.10. Where an Eligible Individual is unable to participate in a Sauna Session for any reason, including:

- a) failure to attend a booked session;
- b) late arrival resulting in inability to participate; or
- c) cancellation, non-completion, or refusal of access for safety or operational reasons,

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

## 7. HOW TO REDEEM

- 7.1. To redeem the Offer, an Eligible Individual must:
  - a) log in to their GROUNDUP account via the GROUNDUP website or mobile application; and
  - b) select and complete a booking for the Sauna Session package made available under the Promotion during the Promotion Period.
- 7.2. All bookings must be made through a valid GROUNDUP account. The Promoter does not accept walk-in redemptions of the Offer.
- 7.3. The Offer will be applied automatically at the time of booking. No promotional code is required.
- 7.4. Eligible Individuals are responsible for ensuring that:
  - a) their account details are accurate and up to date; and
  - b) the booking process is completed in full.
- 7.5. The Promoter accepts no responsibility for any failure to redeem the Offer due to user error, incorrect account details, or failure to complete the booking process.

## 8. PRODUCT / SERVICE CONDITIONS

- 8.1. Each Sauna Session:
  - a) is for a duration of forty-five (45) minutes;
  - b) may be undertaken in either an infrared sauna or a traditional sauna, as selected at the time of booking; and
  - c) is provided as a standard session and does not include any additional services, upgrades, or add-ons.
- 8.2. Sauna Sessions must be attended at the Eligible Location and are only available during staffed hours, which may vary and are subject to change.
- 8.3. Sauna Sessions are subject to availability. The Promoter does not guarantee that preferred booking times, dates, or facilities will be available.
- 8.4. Eligible Individuals must:
  - a) arrive at least ten (10) minutes prior to their scheduled session time; and
  - b) comply with all booking, timing, and session requirements as notified by the Promoter or staff.
- 8.5. If an Eligible Individual fails to attend their scheduled session, arrives late, or is unable to participate for any reason, the session may be forfeited in accordance with these Terms and Conditions.

8.6. Sauna Sessions are personal to the Eligible Individual and cannot be shared, transferred, or reassigned to another person.

8.7. The Promoter may, at its discretion, modify or substitute the sauna facilities or session format where reasonably required for operational, safety, or maintenance purposes.

## 9. LIMITATIONS

9.1. The Offer applies strictly to the Sauna Session made available under this Promotion and does not apply to any other products, services, packs, memberships, or offerings provided by the Promoter.

9.2. The Offer:

- a) is only available for bookings made during the Promotion Period; and
- b) cannot be applied retrospectively to any booking or purchase made before or after the Promotion Period.

9.3. The Offer cannot be:

- a) transferred, assigned, or shared with any other person;
- b) exchanged for cash, credit, or any other benefit; or
- c) combined with any other promotion, offer, discount, or incentive unless otherwise determined by the Promoter.

9.4. The Promoter reserves the right to refuse, cancel, or reverse any booking or participation in the Promotion where it reasonably believes that:

- a) the Offer has been applied incorrectly;
- b) an individual has not complied with these Terms and Conditions; or
- c) the Promotion is being misused, manipulated, or exploited in a manner inconsistent with its intended purpose.

9.5. The Promoter reserves the right to amend, suspend, or withdraw the Promotion at any time, subject to applicable laws.

## 10. PARTICIPATION CONDITIONS

10.1. Participation in the Promotion and use of any Sauna Session is conditional on the Eligible Individual:

- a) complying with all applicable GROUNDUP studio rules, policies, and directions as notified by the Promoter or staff from time to time;
- b) completing all required health screening questions, waiver acknowledgements, and induction processes to the satisfaction of the Promoter; and
- c) providing accurate and complete information at all times.

10.2. Eligible Individuals acknowledge that:

- a) participation in sauna activities involves inherent risks, including (but not limited to) dehydration, dizziness, fainting, burns, and cardiovascular stress; and
- b) they are responsible for assessing their own fitness and suitability to participate and should seek medical advice prior to use if they have any medical condition, including (but not limited to) pregnancy, heart conditions, blood pressure issues, or if taking medication.

10.3. Eligible Individuals must:

- a) follow all reasonable directions of staff at all times; and
- b) immediately cease participation and notify staff if they feel unwell, experience discomfort, or become aware of any condition that may affect their safe participation.

10.4. The Promoter may, acting reasonably, refuse entry to or remove any Eligible Individual from the facilities where:

- a) the individual has not complied with these Terms and Conditions or any applicable rules or policies;
- b) the individual's behaviour is unsafe, inappropriate, or disruptive; or
- c) participation is considered unsafe having regard to health, safety, or operational considerations.

10.5. The Promoter accepts no responsibility for any injury, illness, loss, or damage suffered or incurred as a result of participation in the Promotion or use of the facilities, except to the extent that such liability cannot be excluded under applicable law.

## 11. PRIVACY AND MARKETING

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](http://www.vivaleisure.com.au/legal).

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

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

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

## 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](mailto: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. Nothing in this clause prevents a participant from exercising any rights available under law.

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

### 14. LIMITATION OF LIABILITY

14.1. 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.

14.2. 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.

### 15. INDEMNITY

15.1. 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.

### 16. GENERAL

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.
- 16.5. 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
- 16.6. 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.