

## GROUNDUP Mother's Day Pack Sale 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.

### 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/>

### 3. DEFINITIONS

**Promotion Period** means the period commencing at 12:00AM on Monday, 4 May 2026 and ending at 11:59PM on Saturday, 9 May 2026, which may be amended at the Promoter's discretion.

**Movement Pack** means a pack of ten (10) GROUNDUP reformer studio sessions, which may be used at participating GROUNDUP studios in accordance with the GROUNDUP terms and conditions.

**Eligible Individual** means an individual aged 13 years or over who holds a valid GROUNDUP account and completes an Eligible Purchase during the Promotion Period.

**Eligible Purchase** means the purchase of a Movement Pack via the GROUNDUP website or mobile application during the Promotion Period.

**Participating Studios** means all GROUNDUP reformer studios in Australia, excluding GROUNDUP Wellness Dickson.

**Promotion** means the offer of 30% off the purchase price of a Movement Pack during the Promotion Period, subject to these Terms and Conditions.

### 4. PROMOTION PERIOD

- 4.1. Promotion Period commences at Monday 4 May 2026 12:00am and ending on Saturday 9 May 2026 11:59 pm, which may be amended at the Promoter's discretion.
- 4.2. Upon expiry or termination of the Promotion Period:
  - a) the Promotion will no longer be available and no further purchases under the Promotion will be accepted;

- b) any discounts or benefits associated with the Promotion will cease to apply; and
- c) the Promoter may, at its discretion, honour any purchases completed prior to the end of the Promotion Period.

4.3. The Promoter accepts no liability for any loss, cost, expense or disappointment suffered by any person as a result of the Promotion ending or being withdrawn.

## 5. ELIGIBILITY

5.1. The Promotion is open to individuals aged thirteen (13) years or over.

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 an Eligible Purchase 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. There is no limit on the number of Eligible Purchases an individual may make during the Promotion Period.

5.5. The Promoter reserves the right to verify the eligibility of any individual participating in the Promotion and to disqualify any individual who:

- a) does not meet the eligibility requirements set out in these Terms and Conditions; or
- b) engages in conduct that is fraudulent, misleading, or otherwise inconsistent with the intent of the Promotion.

## 6. OFFER

6.1. During the Promotion Period, the Promoter offers eligible individuals thirty percent (30%) off the purchase price of a Movement Pack (the "Offer"), in accordance with these Terms and Conditions.

6.2. The Offer is applied automatically at the time of completing an Eligible Purchase via the GROUNDUP website or mobile application.

6.3. The Offer is only available in respect of Eligible Purchases made during the Promotion Period and will not apply to purchases made outside of that period.

6.4. The Offer applies to Movement Packs only and does not apply to any other products, memberships, packs, or services.

6.5. The Offer cannot be transferred, exchanged for cash, or used in conjunction with any other offer, promotion, or discount unless otherwise determined by the Promoter.

## 7. HOW TO REDEEM

- 7.1. To redeem the Offer, an Eligible Individual must, during the Promotion Period:
  - a) log in to their GROUNDUP account via the GROUNDUP website or mobile application; and
  - b) complete an Eligible Purchase in accordance with these Terms and Conditions.
- 7.2. The Offer will be automatically applied at checkout to the purchase of a Movement Pack during the Promotion Period.
- 7.3. Eligible Individuals may complete an Eligible Purchase independently via the GROUNDUP website or mobile application. Staff at participating GROUNDUP studios may assist with the purchase process; however, all purchases must be completed through a valid GROUNDUP account.
- 7.4. The Promoter accepts no responsibility for:
  - a) any failure to redeem the Offer due to user error, including incorrect account details or failure to complete the purchase process; or
  - b) any technical issues, delays, or interruptions affecting access to the GROUNDUP website or mobile application.

## 8. MOVEMENT PACK CONDITIONS

- 8.1. Each Movement Pack consists of ten (10) GROUNDUP reformer studio sessions, which may be used at participating GROUNDUP studios, subject to availability.
- 8.2. Movement Packs are valid for a period of three (3) months from the date of purchase, after which any unused sessions will expire.
- 8.3. Movement Packs are non-transferable once allocated to a GROUNDUP account and cannot be shared, reassigned, or used by another individual.
- 8.4. Movement Packs are non-refundable and cannot be cancelled, suspended, or exchanged, except as required by law.
- 8.5. All sessions booked using a Movement Pack are subject to GROUNDUP's standard booking, cancellation, and waitlist policies, including the requirement to cancel at least four (4) hours prior to a scheduled class to avoid forfeiting a session.
- 8.6. Sessions are subject to class availability, and the Promoter does not guarantee that preferred class times or locations will be available.
- 8.7. By purchasing and using a Movement Pack, the Eligible Individual agrees to comply with all applicable GROUNDUP terms and conditions, studio policies, and rules, as updated from time to time.
- 8.8. Full GROUNDUP terms and conditions, including studio policies, are available via the GROUNDUP website and mobile application.

## 9. LIMITATIONS

- 9.1. The Offer applies strictly to Movement Packs purchased during the Promotion Period and is not available for any other products, memberships, packs, or services.
- 9.2. The Offer cannot be applied retrospectively to any purchase made before or after the Promotion Period.
- 9.3. The Offer is not redeemable for cash, credit, or any other benefit and cannot be exchanged or substituted.
- 9.4. The Offer cannot be used in conjunction with any other promotion, offer, discount, or incentive unless otherwise determined by the Promoter.
- 9.5. The Promoter reserves the right to refuse, cancel, or reverse any transaction where it reasonably believes that the Offer has been applied incorrectly, fraudulently, or in breach of these Terms and Conditions.
- 9.6. The Promoter reserves the right to amend, suspend, or withdraw the Offer at any time, subject to applicable laws.

## 10. PRIVACY

- 10.1. 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. REFUNDS

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

## 12. DISPUTES

- 12.1. 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.
- 12.2. 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.
- 12.3. The Promoter will review and determine any disputes in good faith and in accordance with these Terms and Conditions. The Promoter's decision will be communicated to the participant in writing.

12.4. Nothing in this clause limits, excludes, or modifies any rights a participant may have under the Australian Consumer Law or any other applicable legislation.

### 13. GENERAL

13.1. 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.

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

13.3. In the event of any inconsistency between these Terms and Conditions and any promotional or marketing material, these Terms and Conditions will prevail.

13.4. 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.

13.5. 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.

13.6. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory for the resolution of any disputes.