

GROUNDUP - Movement  
"EOFY: 5 WEEKS FREE" Campaign 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 Monday 25<sup>th</sup> May 2026 and ending at 11:59PM on Friday 29<sup>th</sup> May 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 'EOFY: 5 Weeks Free' promotion governed by these Terms and Conditions

**4. PROMOTION PERIOD**

- 4.1. Promotion Period means the period commencing on 12:00AM on Monday 25<sup>th</sup> May 2026 and ending at 11:59PM on Friday 29<sup>th</sup> May 2026 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. NEW MEMBER OFFER

5.1. During the Promotion Period, an Eligible Individual who enters into an Eligible Membership at an Eligible Location will receive:

- a) a waived Activation Fee (\$0 Activation Fee); and
- b) a promotional membership credit equivalent to five (5) weeks of membership fees ("Offer").

5.2. To receive the Offer, the Eligible Individual must:

- a) sign up during the Promotion Period;
- b) enter into an Eligible Membership; and
- c) comply with the applicable membership Terms and Conditions.

5.3. The Offer applies only to following 12-week fixed-term Memberships:

- a) Unlimited Commit Membership; and
- b) Movement Duo Membership

5.4. The following memberships and products are excluded from the Offer:

- a) Unlimited Flex Memberships;
- b) Intro Offers;
- c) 10-Class Packs;
- d) Wellness Memberships;
- e) Wellness Visit Packs; and
- f) any membership upgrade, downgrade, transfer, or change of membership type.

5.5. The Eligible Individual must pay any applicable pro-rata membership fees at the time of joining in accordance with the membership Terms and Conditions.

5.6. The five (5) weeks free promotional credit will be applied only after the initial pro-rata payment (if applicable) has been successfully processed.

5.7. The Offer:

- a) is available only once per Eligible Individual;

- b) is not transferable or redeemable for cash; and
- c) cannot be used in conjunction with any other promotion, discount, or offer unless otherwise determined by the Promoter.

## 6. EXISTING MEMBER REFERRAL OFFER

- 6.1. Existing members who, at the commencement of the Promotion Period, hold an active direct debit membership on an Eligible Membership type ("Eligible Participant") may participate in the referral component of the Promotion.
- 6.2. An Eligible Participant may refer one or more individuals during the Promotion Period.
- 6.3. To qualify for the referral offer the referred individual must:
  - a) be a first-time GROUNDUP member;
  - b) sign up during the Promotion Period;
  - c) enter into an Eligible Membership; and
  - d) have paid any applicable initial pro-rata payment.
- 6.4. Former members rejoining GROUNDUP are not eligible referrals for the purposes of this Promotion.
- 6.5. Subject to these Terms and Conditions, an Eligible Participant will receive a \$100 membership credit for each successful eligible referral.
- 6.6. Referral credits will be applied to the Eligible Participant's membership account following 1 July 2026 and will be applied against future direct debit membership payments.
- 6.7. Referral credits:
  - a) are non-transferable;
  - b) are not redeemable or exchangeable for cash; and
  - c) will be void where the referred individual purchases an excluded membership or package.

## 7. PRIVACY

- 7.1. 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).

## 8. REFUNDS

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

## 9. DISPUTES

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

## 10. GENERAL

- 10.1. 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.