

GROUNDUP Loyalty Card Promotion 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 (Promoter) is a subsidiary of Viva Leisure Limited (ABN 76 607 079 792) and operates facilities trading as GROUNDUP Wellness.

2. ACCEPTANCE OF TERMS

- 2.1. Participation in the Promotion is subject to these Terms and Conditions.
- 2.2. The Promoter may amend these Terms and Conditions where reasonably necessary, subject to applicable law. An amendment will take effect when published on the Promoter's website or otherwise notified to participants. The Promoter will use reasonable endeavours not to materially disadvantage a participant in respect of Stamps or a Reward already validly earned.
- 2.3. These Terms and Conditions will be available at vivaleisure.group/legal/ while the Promotion operates and for a reasonable period after it ends.
- 2.4. If these Terms and Conditions are inconsistent with any promotional or advertising material, these Terms and Conditions prevail to the extent of the inconsistency.

3. DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

Commencement Date means the date on which the Promotion is first made available to customers at Participating Studios, as notified by the Promoter.

Direct Debit Member means an Eligible Customer who holds a current Sauna Unlimited Membership, Longevity Membership, Ice Bath Membership or Contrast Unlimited Membership paid by weekly direct debit.

Eligible Customer means an individual who satisfies clause 6.

Eligible Product means a GROUNDUP Wellness membership, visit pass or single-visit product listed in clause 6.3.

Eligible Service means a sauna, red light therapy or ice bath session that is available under an Eligible Product, is validly booked and paid for or accessed under a current Eligible Product, is completed by an **Eligible Customer** at a Participating Studio while the Promotion operates, and otherwise qualifies for a Stamp under these Terms and Conditions.

Five-Visit Reward means the Reward described in clause 10.2.

Loyalty Card means an official physical GROUNDUP Wellness loyalty card issued by a Participating Studio for the Promotion.

Membership Terms means the Promoter's standard membership terms and conditions, as amended from time to time.

Participating Studio means a studio operated by the Promoter under the GROUNDUP Wellness brand that is identified by the Promoter as participating in the Promotion.

Privacy Policy means the Promoter's privacy policy available at vivaleisure.group/legal/.

Promotion means the GROUNDUP Wellness Loyalty Card Promotion conducted under these Terms and Conditions.

Reward means a Five-Visit Reward or Ten-Visit Reward.

Stamp means an official stamp placed on a Loyalty Card by authorised staff after an Eligible Customer completes an Eligible Service.

Ten-Visit Reward means the Reward described in clauses 10.3 to 10.8.

4. PROMOTION OVERVIEW

- 4.1. The Promotion rewards recurring use of eligible GROUNDUP Wellness services. An Eligible Customer may receive one Stamp for each Eligible Service they complete at a Participating Studio.
- 4.2. An Eligible Customer may redeem a Five-Visit Reward after collecting five Stamps on a Loyalty Card and a Ten-Visit Reward after collecting ten Stamps on that Loyalty Card, subject to these Terms and Conditions.

5. PROMOTION PERIOD

- 5.1. The Promotion commences on the Commencement Date and continues until withdrawn or ended by the Promoter in accordance with this clause.
- 5.2. The Promoter may suspend, extend, withdraw or end the Promotion where reasonably necessary. The Promoter will give reasonable notice where practicable and will explain how valid Loyalty Cards, Stamps and Rewards already earned will be treated.
- 5.3. If the Promotion ends, no Stamps may be earned after the date specified in the Promoter's notice. Unless the notice specifies a later date, a Reward validly earned before that date must be redeemed within 30 days after the Promotion ends.

6. ELIGIBILITY

- 6.1. Participation is open to an individual who:
 - a) holds or purchases an Eligible Product; and
 - b) otherwise complies with these Terms and Conditions.

- 6.2. To participate, an Eligible Customer must obtain an official Loyalty Card from a Participating Studio and complete Eligible Services while the Promotion operates.
- 6.3. Subject to these Terms and Conditions, the Eligible Products are:
- a) Sauna Unlimited Membership;
 - b) Longevity Membership;
 - c) Ice Bath Membership;
 - d) Contrast Unlimited Membership;
 - e) Sauna Single Visit;
 - f) Sauna 5 Visit Pass;
 - g) Sauna 10 Visit Pass;
 - h) Red Light Therapy Single Visit;
 - i) Red Light Therapy 5 Visit Pass;
 - j) Red Light Therapy 10 Visit Pass;
 - k) Ice Bath Single Visit; and
 - l) Ice Bath 5 Visit Pass.
- 6.4. Existing and new customers may participate. A recurring membership or visit pass must be current and in good standing when an Eligible Service is completed and when a Reward is redeemed.
- 6.5. The Promoter may reasonably verify eligibility, purchases, bookings and attendance. A person who does not provide reasonably requested verification may be refused a Stamp or Reward.

7. ISSUING AND USING LOYALTY CARDS

- 7.1. An Eligible Customer may hold and use only one Loyalty Card at a time.
- 7.2. After an Eligible Customer redeems the Ten-Visit Reward and surrenders their completed Loyalty Card, they may receive a new Loyalty Card and continue participating while the Promotion operates.
- 7.3. Stamps from separate Loyalty Cards cannot be combined. A Loyalty Card, Stamp or Reward is personal to the Eligible Customer and cannot be sold, transferred, gifted or exchanged.
- 7.4. A Loyalty Card remains the Promoter's property and must be presented on request and surrendered when the Ten-Visit Reward is redeemed.
- 7.5. The Promoter may refuse to issue or accept a Loyalty Card that it reasonably considers counterfeit, duplicated, altered, improperly obtained or used inconsistently with these Terms and Conditions.

8. LOST, DAMAGED OR INCOMPLETE CARDS

- 8.1. Eligible Customers are responsible for keeping their Loyalty Card secure and legible.
- 8.2. A lost, stolen, destroyed or illegible Loyalty Card and its Stamps will not be replaced unless the Promoter can reasonably verify that the Stamps were validly earned.

- 8.3. If a damaged Loyalty Card remains legible and valid, the Promoter may issue a replacement and transfer verified Stamps to it. The damaged card must be surrendered and cancelled.
- 8.4. An incomplete Loyalty Card does not entitle the Eligible Customer to a Reward other than a Five-Visit Reward validly earned and not previously redeemed.

9. EARNING STAMPS

- 9.1. One Stamp may be issued after each Eligible Service is completed. No Stamp will be issued merely for making a booking, for a cancelled or unattended booking, or for a complimentary service.
- 9.2. A service obtained as a Reward does not earn a Stamp or count towards another Reward.
- 9.3. Stamps cannot be purchased, retrospectively claimed without reasonable evidence, transferred or combined between customers or cards.

10. REWARDS

- 10.1. A Reward is earned only when the required number of valid Stamps is recorded on the same Loyalty Card.
- 10.2. After collecting five Stamps, an Eligible Customer may receive one complimentary standard drink selected from the range made available by the Participating Studio. Staff may mark the Five-Visit Reward as redeemed, and the Eligible Customer may continue using the same Loyalty Card to collect the remaining five Stamps.
- 10.3. After collecting ten Stamps, a Direct Debit Member may receive a waiver of one scheduled weekly membership fee at the following value applicable to their membership:
- a) Sauna Unlimited Membership: \$49.90;
 - b) Longevity Membership: \$89.90;
 - c) Ice Bath Membership: \$29.90; or
 - d) Contrast Unlimited Membership: \$59.90.
- 10.4. The fee waiver will be applied manually by authorised studio staff by removing the Direct Debit Member's next available scheduled weekly direct debit after the completed Loyalty Card is presented and verified. Processing time and direct debit cut-off times may mean that the waiver is applied to a later scheduled payment.
- 10.5. A Direct Debit Member may redeem no more than one Ten-Visit Reward as a fee waiver in any calendar month. A further completed Loyalty Card may be held and redeemed in a later calendar month while the Promotion operates.
- 10.6. If a Direct Debit Member has given notice to cancel their membership when redeeming a Ten-Visit Reward, or no further scheduled weekly direct debit is available to waive, they will receive one

complimentary Eligible Service instead. The complimentary service may be used after the membership notice period has been completed, subject to booking and availability.

- 10.7. An Eligible Customer who is not a Direct Debit Member may receive one complimentary Eligible Service after collecting ten Stamps.
- 10.8. A completed Loyalty Card must be presented and surrendered when the Ten-Visit Reward is redeemed. The Five-Visit Reward must be marked as redeemed by staff. Rewards cannot be redeemed more than once.
- 10.9. A Reward is subject to availability and any booking, age, health, safety, waiver, induction and pre-exercise screening requirements applicable to the relevant product or service.
- 10.10. A Reward cannot be exchanged for cash, applied retrospectively, used to obtain a refund, used with another offer or promotion, or transferred to another person. Except for the fee waiver expressly described above, a Reward cannot be applied as account credit.
- 10.11. There is no limit on the number of Loyalty Cards an Eligible Customer may sequentially complete while the Promotion operates, subject to the one-card-at-a-time rule and the monthly limit on fee waivers.
- 10.12. For the avoidance of doubt, GROUNDUP movement classes are not an Eligible Service for the purpose of this promotion.

11. DISQUALIFICATION AND MISUSE

- 11.1. The Promoter may refuse or cancel a Stamp, Loyalty Card or Reward, or disqualify a person, where it reasonably believes the person has provided false information; claimed a Stamp without completing an Eligible Service; forged, copied, altered or duplicated a card or Stamp; improperly combined or transferred cards, Stamps or Rewards; acted fraudulently, unlawfully or in bad faith; breached these Terms and Conditions or applicable facility terms; or compromised the fair or safe administration of the Promotion.
- 11.2. The Promoter may request information reasonably required to verify a claim. Any decision will be based on the information reasonably available. Nothing in this clause limits rights or remedies under applicable law.

12. PRIVACY

- 12.1. The Promoter may collect, use and disclose personal information to administer the Promotion, verify eligibility and Rewards, and comply with legal obligations. Personal information will be handled in accordance with the Privacy Policy.
- 12.2. If an Eligible Customer does not provide information reasonably required to administer the Promotion, the Promoter may be unable to issue a Stamp or provide a Reward.

13. LIABILITY AND CONSUMER GUARANTEES

- 13.1. Nothing in these Terms and Conditions excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.
- 13.2. To the extent permitted by law, the Promoter is not liable for loss arising from a Loyalty Card being lost, stolen, damaged, altered or used without authority, or from an event outside the Promoter's reasonable control.
- 13.3. Use of GROUNDUP Wellness services and facilities remains subject to the Membership Terms and any applicable health, safety, booking and facility conditions.

14. MEMBERSHIP TERMS

- 14.1. Participation by a member is also subject to the Membership Terms.
- 14.2. These Terms and Conditions govern the Promotion only. Except for a fee waiver validly redeemed under clause 10, they do not amend any membership term, minimum term, fee, payment obligation or access right.
- 14.3. A fee waiver does not pause, extend or otherwise vary a membership or cancellation period.

15. DISPUTES

- 15.1. A complaint about the Promotion may be submitted to info@vivaleisure.group. The Promoter may request additional information and will consider the complaint within a reasonable time.
- 15.2. Nothing in this clause limits any right or remedy under applicable law.

16. GENERAL

- 16.1. A failure or delay by the Promoter to enforce these Terms and Conditions is not a waiver of its rights.
- 16.2. If any provision is invalid or unenforceable, it will be severed and the remaining provisions continue to apply.
- 16.3. These Terms and Conditions constitute the entire agreement concerning the Promotion.
- 16.4. The Promoter is not liable for a delay or failure caused by events outside its reasonable control, subject to applicable law.
- 16.5. These Terms and Conditions are governed by the laws of the Australian Capital Territory. The parties submit to the non-exclusive jurisdiction of its courts.