

Terms & Conditions

The YOGATOPIA Experience: 5 Classes For \$125

The Introductory Experience (Offer) includes 5 classes for \$125 and is only available to new clients of YOGATOPIA who are 18 years and older, however, minors aged 14 and above may participate if minor special conditions are met (photo ID required). Classes must be booked in advance and no walk-ins will be accepted. All classes must be redeemed within 30 days) from the date of the first visit and can only be redeemed at the studio. The Offer is not able to be used across multiple services of YOGATOPIA. Late cancellation and no-show policy applies to all bookings. Grip socks are required to participate in the workout. The Offer is subject to satisfactory completion of pre-exercise screening. Not valid with any other offer. Not redeemable for cash. Not transferable. No refunds for unused classes. The Offer is only valid and redeemable at YOGATOPIA. See Acceptance of Terms below.

All Classes and Services 2023

This offer is for clients to purchase classes, services or passes for the Offer Price (Class Pass, Service, Class) and participate in YOGATOPIA (Offer). By purchasing the Class Pass or service, the Participant agrees to be bound by these terms and conditions (Terms).

Definitions

- Account means the account via which Participants book and manage YOGATOPIA classes using the YOGATOPIA App (fit by wix) or via the Website.
- Instagram Page means the YOGATOPIA's Australia Instagram account.
- YOGATOPIA App means the mobile application known as "Fit by Wix."
- YOGATOPIA means Cheree Price (ABN 67499007899) ('YOGATOPIA').
- Offer Price means the price clients must pay to the Participating Studio to purchase the Class Pass, Services, Workshops or Retreats.
- Participants means new and existing YOGATOPIA clients.
- Website means www.yogatopia.com.au.

YOGATOPIA Terms

1. The YOGATOPIA Service is available to new and existing clients who are Participants and have an Account.
2. Participants may complete the Services by attending standard group classes at the Studio. The Participant must book prior to attending classes using their Account.

3. Participants must complete all classes in their YOGATOPIA Class Passes at the Studio. Any unused classes at the end of the Period will be forfeited without reimbursement.
4. YOGATOPIA reserves the right to vary the Terms of, or cancel, the Offer at any time without notice or liability to any Participant or other person, subject to applicable law.
5. If for any reason any aspect of the Offer is not capable of running as planned, which is beyond the reasonable control of YOGATOPIA, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Offer, YOGATOPIA may, in its sole discretion, cancel, modify or suspend the Offer.
6. Failure by YOGATOPIA to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. If any part of any of these Terms is void or unenforceable, then that part that is severed and will have no effect on the enforceability and operation of the remaining Terms.
8. The Participant indemnifies and holds YOGATOPIA harmless from all liabilities, claims, and expenses, including legal costs, that arise directly or indirectly as a result of the Participant's breach of these Terms or use or misuse of the Website, YOGATOPIA App, Facebook Page or Instagram Page.
9. YOGATOPIA will collect and use each Participants personal information to conduct the Offer and may:
 - disclose that information to third parties, suppliers, agents, contractors and other service providers for this purpose;
 - use that information for promotional purposes;
 - use that information to improve products and services.
10. By purchasing the services or Class Pass, the Participant consents to the use of their personal information in accordance with these Terms.
11. The Offer is in no way sponsored, endorsed, administered by or associated with Instagram. The Participant agrees:
 - to provide Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Offer;
 - that information provided by the Participant in connection with the Offer is provided to YOGATOPIA, and not provided to Instagram or any other social network; and
 - that questions, comments or complaints regarding the Offer will be directed to YOGATOPIA, not to Instagram or any other social network.
12. The Offer is in no way sponsored, endorsed, administered by or associated with Facebook. The Participant agrees:

- to provide Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Offer;
- that information provided by the Participant in connection with the Offer is provided to YOGATOPIA, and not provided to Facebook or any other social network; and
- that questions, comments or complaints regarding the Offer will be directed to YOGATOPIA, not to Facebook or any other social network.

Class Pack Sale – All Class Packs

The Class Pack Offers off all class packs is available in-studio and online at the YOGATOPIA studio only. The Offer is valid on selected yoga classes - class packs chosen at the discretion of YOGATOPIA. Class pack prices and expiration dates may differ per studio. The Offer is only available to customers who are 18 years and older, however, minors aged 14 and above may participate if minor special conditions are met (photo ID to be provided and parental/guardian permission to participate); The Offer can only be redeemed once per person on studio class packs. Classes must be booked in advance – no walk-ins will be accepted. All classes must be redeemed within the stated expiration timeframe and can only be redeemed at the studio of purchase.. A 12 hour late cancellation and no-show policy applies to all bookings. This Offer is subject to satisfactory completion of pre-exercise screening. Not valid with any other offer. Not redeemable for cash. Not transferable. No extensions. No refunds for unused classes. Please see Acceptance of Terms below.

Bring A Friend Free Class Referral

Bring A Friend Free Class Referral Email Offer is only available for an existing YOGATOPIA client of the studio (Referrer) and a new client referred to that participating studio by the Referrer (Referee). The Referee is eligible to receive one (1) Free Casual Class to redeem at the participating studio of the Referrer. In order to redeem the Free Class, the Referrer must provide the full name and contact details of the Referee to the participating studio. The Free Class can only be redeemed once per Referee. The Referee must be a new client of YOGATOPIA who is 18 years and older, however, minors aged 14 and above may participate if minor special conditions are met (photo ID to be provided and parental/guardian permission to participate). Classes must be booked in advance – no walk-ins will be accepted. Late cancellation and no-show policy applies to all bookings. This Offer is subject to satisfactory completion of pre-exercise screening. Not valid with any other offer. Not redeemable for cash. Not transferable between studios and/or clients. No refunds for unused classes. Offer only valid and redeemable at YOGATOPIA studio. See Acceptance of Terms below.

Membership Referral Offer

If a current paying YOGATOPIA CHANGE MEMBERSHIP member (or equivalent membership type depending on name used in various studios) refers a first time YOGATOPIA customer and the customer joins the YOGATOPIA Studio for a minimum of 3 months, both members will receive the current “referral offer.” Not valid with any other offer. Not redeemable for cash. Offer does not apply to Class Pack or Casual members. Not transferable. Offer only valid and redeemable at YOGATOPIA. Customers should contact YOGATOPIA for more information. See Acceptance of Terms below.

YOGATOPIA Membership

Members on a YOGATOPIA membership have sessions capped at 1 session per day of their billing cycle. For those billed weekly, you are entitled to use 7 sessions across the week however you choose. 4 weekly billing will be entitled to 28 classes to use within 28 days. Sessions do not rollover into the next billing cycle. See Acceptance of Terms below.

1 Free Class Coupon

One (1) Free Class coupon is only available to new clients of YOGATOPIA who are 18 years and older, however, minors aged 14 and above may participate if minor special conditions are met (photo ID to be provided and parental/guardian permission to participate). 1 Free Class coupon per person. 1 Free Class must be used at the studio stated on the voucher. In order to redeem the 1 Free Class coupon, you must send your full name and a picture of the coupon to the studio listed on the coupon. Classes must be booked in advance – no walk-ins will be accepted. Late cancellation and no-show policy applies to all bookings. This offer is subject to satisfactory completion of pre-exercise screening. Not valid with any other offer. Not redeemable for cash. Not transferable between studios and/or clients. See Acceptance of Terms below.

ACCEPTANCE OF TERMS

Each member will be solely responsible for expressing their interest in the Offer or Campaign listed above.

YOGATOPIA will determine, in its sole discretion, whether any applying member will be offered the Offer or Campaign listed, and YOGATOPIA reserves the right, in its sole discretion, to accept or deny any application or expression of interest submitted.

A failure to make a claim for any Offer or Campaign listed with YOGATOPIA shall not bind YOGATOPIA to any obligations under the Terms set out in the Offer or Campaign provided.

MARKETING PERMISSION TERMS

By signing your Membership Agreement, you agree to accept these Marketing Permission Terms ('Terms'), and give your unconditional permission and authority for Cheree Price (along with its affiliates, and their respective officers, directors, owners, employees and representatives), except where prohibited by law, to use your name, likeness, picture, voice, biographical information, and written or oral statements, acquired whilst you are participating in Cheree Price activities for marketing, advertising and all related purposes in promoting or publicising the 'YOGATOPIA' brand, and the systems connected therewith, and/or any other legitimate purposes of Cheree Price activities, without compensation, unless required by law. You agree that you shall have no right of approval, no claim to compensation, and no claim arising out of any use or alteration of such materials.

As part of our strong and growing brand presence, we love to celebrate our members and guests and highlight their accomplishment via channels such as social media, our website, newsletters, and other sources. By entering YOGATOPIA and participating in the activities, you are granting YOGATOPIA the irrevocable right and permission to photograph and/or record you in connection to your participation at YOGATOPIA and to use the photograph and/or recording and the name, likeness, voice, and appearance of yourself captured therein for promotional purposes. Cheree Price. will collect, use, disclose, store, secure and dispose your Personal Information in accordance with the Privacy Act 1988 (Cth).

You agree to waive the right to inspect or approve the use of the photograph and/or recording and acknowledge and agree that the rights granted to this release are without compensation of any kind. This release and the above consents are intended to be as broad and inclusive as permitted by applicable law. If any portion of the release from liability or the consents is deemed by a court of competent jurisdiction to be invalid, then the remainder of these Terms shall remain in full force and effect and the offending provision(s) severed here from. These Terms apply to any person acting for you, on your behalf or acquiring rights through you which shall include but not remain limited to your heirs, assigns, personal representatives, and any other next of kin. You understand that YOGATOPIA is relying on your acceptance of these Terms by signing your Membership Agreement, that you agree to allow your participation in the YOGATOPIA activities.

Policies

Class Late Cancellation/No-Show Policy

At YOGATOPIA, our in-studio class sizes are small and can fill quickly. All clients must adhere to our studio class late cancellation/no-show policy.

If you can no longer attend your class, cancellations must be made no later than 12 hours prior to your class start time (Cancellation period). Cancellations can be made online or via the YOGATOPIA Australia app.

If you do not cancel or reschedule your class outside of the relevant 12 hour cancellation period or are a no-show/absent from your class, you will lose your class (casual class/class pack users and YOGATOPIA Members).

Studio Class Late Cancellation/No Show Fee: the fee or forfeiture of 1 Studio Class (depending on Membership type), for failing to provide a minimum of 12 hours' notice of cancellation or for not turning up to a Studio Class.