

Peloton Website Purchase Terms

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1. About us

- 1.1. The Peloton website and online store at <https://www.onepeloton.com/en-AU> ("**Website**") is provided to you by Peloton Interactive Australia Pty Ltd (our legal name) ("**Peloton**", "**we**", "**us**", "**our**"). All products sold on our Website are sold by us, so when you purchase products from our Website, you are making an agreement with us. Our registered office is at The Commons, 32 York Street, Sydney NSW 2000 and our registered company number is ACN 644 958 047.
- 1.2. Our Member Support Team is available to discuss your order or any other questions and/or complaints you may have about Peloton. You can contact us by email at support@onepeloton.com.au or by telephone on 1800 952 535.

2. About these Purchase Terms

- 2.1. These Purchase Terms ("**Purchase Terms**") apply to you when you place orders on our Website for: (i) Peloton fitness equipment such as all versions of the Peloton Bike, the Peloton Bike+ or the Peloton Tread (together the "**Peloton Fitness Equipment**"); and (ii) Peloton accessories ("**Peloton Accessories**"). In these Purchase Terms, we refer to Peloton Fitness Equipment and Peloton Accessories collectively as "**Peloton Products**". **We draw your attention in particular to Section 14 which explains how we limit our liability to you.**
- 2.2. These Purchase Terms only apply to orders for Peloton Products that are placed on the Website for delivery in Australia. If you are located elsewhere, please visit the Peloton website in your country and refer to the purchase terms provided there.
- 2.3. These Purchase Terms do not apply to the purchase of a Peloton subscription. If you have purchased a Peloton subscription, the contract for your purchase will be governed by our Membership Terms.
- 2.4. These Purchase Terms are an important legal agreement between you and us, so please read them carefully and make sure that you understand them before ordering any Peloton Products from us. If you don't understand anything in these Purchase Terms, you can contact us for help by using the contact information set out in Section 1 above.
- 2.5. We sometimes need to update our Purchase Terms to reflect changes in the law or for other business reasons. Please make sure you check "Last Updated" at the top of this page to see whether these Purchase Terms have changed since your last purchase and which terms apply now. Any updates to these Purchase Terms will not affect any order you have already placed.

- 2.6. The following terms and conditions may also apply to you when you place an order through our Website and we suggest that you read these carefully to ensure that you understand and can comply with them fully before placing an order.
- 2.6.1. Our [Terms of Service](#) will apply to your use of our Website;
 - 2.6.2. Our [Membership Terms](#) will apply to any subscription that you have with us;
 - 2.6.3. Our warranties published [here](#) may apply to you depending on your purchase;
 - 2.6.4. Our [End-of-Life Policy](#) will apply to any Peloton Fitness Equipment you purchase;
 - 2.6.5. Our [Home Trial Terms](#) will apply if you take our Home Trial;
 - 2.6.6. Our [Supplemental Sponsored Wellness Program Terms](#) will apply to you if you purchase any Peloton Products and services at a discounted rate through your employer, educational institution, professional association, loyalty programme, or any other entity providing or sponsoring a benefit on your behalf; and
 - 2.6.7. Third-party financing terms and conditions will apply to you if you make a purchase via a financing arrangement. Any contract for this financing shall be directly between you and the finance provider.

3. Who can place an order

- 3.1. You can only place an order on our Website if:
- 3.1.1. you are a consumer (not a business);
 - 3.1.2. you are eighteen (18) years of age or older;
 - 3.1.3. we deliver to your delivery address (please see Section 7); and
 - 3.1.4. you are able to make payment using one of our accepted payment methods (please see Section 5).
- 3.2. We only sell to consumers. Any Peloton Products purchased by you must be for your private use and must not be used for commercial or business purposes. If you wish to purchase Peloton Fitness Equipment for commercial purposes, please contact our commercial sales team by email at commercialsales@onepeloton.com.au.
- 3.3. Before placing an order for Peloton Fitness Equipment, you must have been cleared to use the Peloton Fitness Equipment by a medical professional and have satisfied yourself that you are able to comply fully with all safety precautions and instructions specified in the user manual for the relevant Peloton Fitness

Equipment. In particular, the area in which you will use your Peloton Fitness Equipment must meet the requirements set out in the user manual (please see Section 8 below for further details).

4. Ordering Peloton Products

- 4.1. When placing an order, please make sure you provide complete and accurate information (for example, your delivery information). If an order is not correct in any way, please let us know quickly by contacting us using the contact information set out in Section 1.
- 4.2. After you've completed the checkout process, we will contact you using the email address you provided during the checkout process to confirm we've received and accepted your order. When we email you to confirm we have accepted your order, a legal contract will come into existence between you and us for the purchase of your Peloton Products.
- 4.3. Sometimes we reject orders. For example, this may happen because a product is unexpectedly out of stock, because you are located outside our delivery areas or because the product was mispriced by us. In rare cases, we may cancel an order after we have accepted it, such as where we have made an obvious pricing error. When this happens, we will let you know as soon as possible and we will either not charge you for your order or refund any payment you have made. In the case of a pricing error, you will be given the option of purchasing the Peloton Product at the correct price or cancelling your order, but if we do not hear from you within seven (7) days, we will reject or cancel your order (as applicable).
- 4.4. We continuously strive to improve our products and to introduce new products. Therefore, our product lines change regularly and we cannot guarantee the continuous availability of any Peloton Products on our Website. Peloton Products placed in your basket may also be in the basket of other customers and are not reserved to you. If a Peloton Product you have placed in your basket goes out of stock before you are able to complete your order, it will be removed from your basket and you will not be able to purchase it. Please contact us for stock availability.
- 4.5. From time to time, we may offer a range of refurbished Peloton Products on our Website known as "**Peloton Refurbished Original Products**". All Peloton Refurbished Original Products may feature imperfections, such as scratches, marks or other signs of use, but these imperfections are purely cosmetic and do not affect the performance of your product in any way. Because we disclose these cosmetic imperfections to you before you make a purchase, we do not treat them as defects. However, this does not affect your legal rights in relation to faulty products (see Section 11).

5. Prices and payment

- 5.1. All prices for Peloton Products will be listed on our Website and include the applicable GST rate on the date on which your order is made unless otherwise stated.

- 5.2. Our prices usually include any applicable delivery and installation charges. If any additional delivery and/or installation charges are payable, we will make these clear to you during the order process and prior to payment being taken.
- 5.3. We take payment at the time you place your order. We only accept payment by one of our accepted payment methods. Peloton apparel gift cards cannot be used to pay for Peloton Products on the Website (they can only be used to purchase Peloton apparel on the Apparel Website).
- 5.4. Prices for Peloton Products may change from time to time. Price changes won't affect any order you have already placed, unless the change relates to a change in the rate of GST. If the rate of GST changes between your order date and the date we supply the Peloton Product, we reserve the right to adjust the rate of GST that you pay, unless you have already paid in full before the change in the rate of GST takes effect.
- 5.5. You will become the owner of the Peloton Product you've ordered once we have accepted your order (as described in Section 4) and we have received full payment for your Peloton Products (from you or, if applicable, the finance provider).

6. Your Subscription to a Peloton Membership

- 6.1. If you are purchasing Peloton Fitness Equipment and want to access Peloton content and applicable features on this, you will need to purchase a subscription to a Peloton membership. Subscriptions can be purchased during the set-up process for your Peloton Fitness Equipment.
- 6.2. Once you have received and set up your Peloton Fitness Equipment, you will be given the opportunity to purchase a subscription. If you choose to purchase a subscription, we will take payment using the payment details that you used to make your original purchase of the Peloton Fitness Equipment.
- 6.3. Your purchase of a subscription to a Peloton membership will be subject to our [Membership Terms](#).

7. Delivery of Peloton Products

- 7.1. We only deliver Peloton Products to eligible addresses in Australia. You can check if we deliver Peloton Products to your area by using the postcode search tool on our Website. Unfortunately, we currently do not deliver to certain remote locations, P.O. Boxes, Australian Defence Forces addresses, hotels, hostels or prisons. Please see the relevant product page for any delivery restrictions that apply to specific Peloton Products.
- 7.2. We'll deliver your Peloton Products to the eligible delivery address you provided when you placed your order. We won't be responsible for any additional delivery and/or return costs incurred by you and/or us as a result of any incorrect information you provide to us. Peloton reserves the right to charge you for, and you agree to pay, any reasonable out-of-pocket costs incurred by us as a result of your errors, including but not limited to, transportation, storage, installation and handling charges.

- 7.3. If you order multiple Peloton Products in one order, we may deliver these to you in multiple deliveries but we will not charge you extra for this.
- 7.4. We aim to deliver your Peloton Product in accordance with any estimated delivery date we provide. Please note that the estimated delivery date is just that and we cannot guarantee delivery by the estimated delivery date. If delivery of your Peloton Product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can cancel your order and obtain a refund.

8. Installation of the Peloton Fitness Equipment

- 8.1. This Section 8 will only apply to you if installation is included with your purchase.
- 8.2. If installation is included with your purchase, we'll do this at the delivery address provided by you. You will be responsible for providing suitable access to us (or our third-party contractors) to enable the Peloton Fitness Equipment to be installed at the delivery address.
- 8.3. If you don't provide suitable access to the delivery address and/or the area in which you intend to place the Peloton Fitness Equipment does not meet the safety and other requirements specified in the user manual, we reserve the right to stop the delivery, remove the Peloton Fitness Equipment from the address and cancel our contract with you.
- 8.4. Peloton reserves the right to charge you for, and you agree to pay, any reasonable out-of-pocket costs incurred by us as a result of being unable to complete any delivery, including but not limited to, transportation, storage and handling charges. If we incur any such costs and charge such costs to you as a result of the cancellation of your contract under Section 8.3, you will be notified of these costs before the refund of the price paid by you for the Peloton Fitness Equipment minus the delivery cost incurred by Peloton. If you have any concerns about these costs, please contact us using the contact information in Section 1.

9. Warranty

For some of our Peloton Products, we offer an additional warranty. This is in addition to and does not affect your statutory rights as a consumer, including under the consumer guarantees in the Australian Consumer Law. The terms of the additional warranty, which form part of and are incorporated into these Purchase Terms by reference, can be found [here](#).

10. Our Home Trial and discretionary return policy

Home Trial

- 10.1. We offer eligible first-time purchasers a thirty (30) day Home Trial on certain Peloton Fitness Equipment bought from our Website. For more details on Home Trial, including information about your return rights, see our [Home Trial Terms and Conditions](#). For other Peloton Products purchased from our Website, we offer a discretionary return policy, which is subject to the further terms and conditions in this Section 10.

Our Discretionary Policy

- 10.2. If you are not satisfied with your Peloton Product and wish to return it under our discretionary return policy, you must let us know within thirty (30) days of delivery, using the contact information in Section 1.
- 10.3. All Peloton Products returned under our discretionary return policy must be in "as new" condition, unworn and unwashed, with all hangtags, labels and hygiene strips/seals intact and all accessories and original packaging included. Due to hygiene reasons, the following merchandise cannot be returned under our discretionary returns policy if they have been unsealed after delivery or show signs of wear or use: headwear (hats, hair ties, headbands, bandanas), socks, underwear, water bottles, in-ear headphones and shoes. We consider a product to be "unsealed" where any transparent film, security sticker or protective hygiene strip has been broken or removed from the product or its packaging.
- 10.4. If you are returning a Peloton Bike, Peloton Bike+ or a Peloton Tread under our discretionary return policy, you must use our specialist return service, which is designed to provide a simple, hassle-free return experience. We will agree a collection window with you and let you know any special requirements for collection. Our specialists will dismantle and pack up your product for you and transport it back to us safely. We will cover the full cost of collection as long as you allow us to collect your product at the agreed time and date from the original delivery location and you provide us with reasonable access and cooperation to remove the product. If you do not provide reasonable access and cooperation, we reserve the right to charge you for any reasonable out-of-pocket costs incurred by us as a result of your non-cooperation, including transportation, storage and handling charges.
- 10.5. For all other Peloton Products, we will provide you with a prepaid return label and you must send off your Peloton Product to us using the prepaid label within fourteen (14) days of receiving it. When sending your Peloton Product, you must obtain proof of posting with a valid tracking number in case your Peloton Product is lost in transit.
- 10.6. If you exercise your right to return your Peloton Product, we will refund what you paid for the product, including any delivery costs. However, we will not refund any delivery costs if you are only returning part of an order and the delivery costs you paid would have applied to the part of the order that you have decided to keep.
- 10.7. Our discretionary return policy applies only to your Peloton Product, not your Membership (as defined in the Membership Terms). If you exercise your right to return your Peloton Bike, Peloton Bike+ or a Peloton Tread under our discretionary return policy, and you do not wish to continue with your Membership, you can terminate your Membership. If you do so, and you have used your Membership:

- 10.7.1. we will not refund your Monthly Membership (as defined in the Membership Terms) fees paid as at the date you exercise your right; and
- 10.7.2. if you have purchased an Annual Membership (as defined in the Membership Terms), we will refund to you any pre-paid membership fees that relate to the period after termination, such refund to be calculated on a pro-rata basis by reference to the number of months remaining in the year of your Membership.
- 10.8. Your refund will be made within fourteen (14) days after the day on which we receive the product back from you. Refunds will be made to your original payment method. If you made your purchase using a finance provider, your refund will be credited to your finance account. When the refund is applied to your finance account, it will reduce any owing balance; or, if you have no owing balance at the time, the refund will place your finance account in credit. The refund amount will not include any fees you may have been charged by the finance provider while paying off your purchase (e.g. monthly account fees or late fees).
- 10.9. If you send the product back to us but we do not receive it, and you are unable to provide proof of postage and a valid tracking number, we may be unable to process your return and refund. Peloton is not liable and cannot take responsibility for any bank charges that you may incur during the refund process.
- 10.10. If your Peloton Product is returned in damaged or used condition, or with missing parts or other signs of misuse, or otherwise does not comply with the terms and conditions set out above, we reserve the right (at our option) to refuse the return and to send your Peloton Product back to you, or to accept the return but reduce your refund to compensate us for any loss in value to the Peloton Product.
- 10.11. Our Home Trial and discretionary return policy are in addition to and do not affect your legal rights if there is something wrong with your Peloton Product (see Section 11).

11. Your right to cancel if there is something wrong with your Peloton Product

- 11.1. The right to cancel your purchase because you've changed your mind (see Section 10) does not affect your legal rights if there is something wrong with your product.
- 11.2. As a consumer, you are entitled to certain consumer guarantees under the Australian Consumer Law in respect of goods and services purchased from us, and certain remedies under the law if we fail to comply with consumer guarantees. These consumer guarantees and your legal rights under the Australian Consumer Law are not impacted by our discretionary return or cancellation policies, Home Trial terms or express warranties, or limited by a defined timeframe.
- 11.3. The consumer guarantees do not apply where the Peloton Product was damaged due to abnormal use or misuse, and we will not provide a refund, or free-of-charge exchange or repair in those circumstances.
- 11.4. We have a legal duty to provide products that conform with the contract and consumer guarantees under applicable legislation, e.g., the Australian Consumer Law. We honour our legal duty to provide you with

products that are as described to you on our Website and that meet all the requirements imposed by law. If you think there is something wrong with your product, please contact us using the contact information in Section 1. We will let you know what to do next, including to make arrangements for returning the product to us.

12. Our right to cancel

12.1. We can end our contract with you for your purchase of Peloton Products if:

- 12.1.1. you don't make any payment to us when it's due and you still don't make payment within ten (10) days of our reminding you that payment is due;
- 12.1.2. the area in which you intend to place any Peloton Fitness Equipment does not meet the safety and other requirements specified in the user manual;
- 12.1.3. you don't allow us or our third-party providers to deliver to you, or install, your Peloton Products at the scheduled time;
- 12.1.4. we are unable (or reasonably believe that we are unable) to fulfil your order for reasons beyond our reasonable control or for legal or regulatory reasons; or
- 12.1.5. where we determine, acting reasonably, that the Peloton Fitness Equipment has been purchased for commercial use.

12.2. If we need to cancel our contract with you due to the scenarios listed above, we will refund you the price of the Peloton Products (if you have already paid), but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaching the contract (if applicable). Any refund due to you will be made using the same means of payment used for the initial transaction and will be made within fourteen (14) days after we notify you that we have cancelled the contract.

13. Safety warning

- 13.1. Before purchasing or using Peloton Fitness Equipment, you (and any other intended user of the Peloton Fitness Equipment) must have been cleared to use the Peloton Fitness Equipment by a medical professional and have satisfied yourself that you are able to comply fully with all safety precautions and instructions specified in the user manual for the relevant Peloton Fitness Equipment. If you have any concerns or questions about your health and/or whether you can use the Peloton Fitness Equipment safely, you should always consult with a qualified medical professional. Any information and/or advice provided by us or on our behalf in connection with your use of the Peloton Fitness Equipment is for entertainment and/or informational purposes only and is not intended to provide medical advice.
- 13.2. You must not use the Peloton Fitness Equipment if you are pregnant, breastfeeding or lactating unless you have been specifically cleared to do so by a medical professional.

- 13.3. You must not use the Peloton Fitness Equipment if you do not meet the age and/or height and/or weight and/or any other user criteria and requirements set out in the applicable Peloton Fitness Equipment user manual. User manuals for Peloton Fitness Equipment can be found [here](#).
- 13.4. You must only use the Peloton Fitness Equipment indoors in a location that meets the safety and other requirements specified in the user manual.
- 13.5. Children who are under the minimum age required to use the Peloton Fitness Equipment and pets must be kept away from the Peloton Fitness Equipment at all times.

14. Responsibility for loss and damage

- 14.1. We have a legal duty to provide goods and services that conform with the contract. Consumers also have certain legal rights when purchasing goods and services. These are also known as “statutory rights”, as they are derived from laws such as the Australian Consumer Law. We honour our legal duty to provide you with goods and services that are as described to you on our Website and that meet all the requirements imposed by law, including any applicable consumer guarantees under the Australian Consumer Law. Nothing in these Purchase Terms is intended to affect these legal rights or to exclude or limit our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentations, or for breach of applicable consumer guarantees under the Australian Consumer Law. More detailed information about your legal rights is available from local consumer protection agencies (e.g., NSW Fair Trading, at www.fairtrading.nsw.gov.au/) or the Australian Competition and Consumer Commission (www.accc.gov.au).
- 14.2. You agree not to purchase any Peloton Products for any commercial or business purpose, and we have no liability to you for any business losses, including loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.3. Subject to what we say in Section 14.1, we do not accept responsibility for any loss or damage that:
 - 14.3.1. was not caused by us breaching these Purchase Terms;
 - 14.3.2. was not, at the time you agreed to these Purchase Terms, a reasonably foreseeable consequence of us breaching these Purchase Terms (loss or damage is foreseeable if either it is obvious that it will happen or if, at the time these Purchase Terms were entered into, both we and you knew it might happen); or
 - 14.3.3. was caused by an event outside our reasonable control (as long as we have taken the steps set out in Section 15.3 below).

15. Events outside Peloton’s reasonable control

- 15.1. Peloton will not be liable or responsible for any failure or delay in its performance under these Purchase Terms that is caused by an event outside Peloton's reasonable control.
- 15.2. For the purpose of these Purchase Terms, an event outside Peloton's reasonable control could include for example, "acts of God", acts of government, changes to applicable law or regulation, war or threat or preparation for war, flood, storm, fire, civil unrest, threat of or acts of terror, supply chain disruption, epidemics, pandemics, disease outbreaks or public health risks, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility ("**Event Outside Peloton's Control**").
- 15.3. If an Event Outside Peloton's Control occurs, Peloton shall notify you as soon as reasonably practicable to let you know and do what we can to reduce the delay or failure. As long as we do this, we won't compensate you for the delay or failure, but if any delay is likely to be substantial, you can contact our Member Support Team (see Section 1 above) to end the contract between us and receive a refund for any Peloton Products you have paid for in advance, but not received.

16. Notices

You understand that we may contact you electronically if we need to provide you with a notice, contract or other information. We may communicate with you by email (using the email associated with your order) or by posting a communication on the Website or via a push notification to your Peloton Fitness Equipment.

17. Data protection

Your privacy is important to us. We will collect, store and process your personal data in accordance with our [Privacy Policy](#) and our [Cookie Policy](#). Please read these documents carefully to ensure that you understand how we use any personal data you give us and how we use cookies on our Website.

18. Complaints and disputes

- 18.1. If you have a complaint about a Peloton Product (including a product purchased using finance) please contact us using the contact information in Section 1. We like to make every effort to resolve any issue, but if you would like independent information about your rights and options, you can contact a consumer protection agency (such as [Access Canberra](#), [NSW Fair Trading](#), [NT Consumer Affairs](#), [Office of Fair Trading Queensland](#), [SA Office of Consumer and Business Services](#), [Tasmania Consumer, Building and Occupational Services](#), [Consumer Affairs Victoria](#), [WA Consumer Protection](#)). If you are unhappy with the outcome, you can bring court proceedings.
- 18.2. If you have purchased your product using finance, and have a complaint about the service provided by your finance provider, please contact your finance provider. If your complaint relates to accessing a refund, please see Section 10.7. If a dispute regarding a finance purchase cannot be resolved or you are unhappy

with the outcome, you may be entitled to submit a dispute to the [Australian Financial Complaints Authority](#). If you are unhappy with the outcome, you can bring court proceedings.

19. Governing Law and Jurisdiction

These Purchase Terms shall be governed and construed in accordance with the laws of New South Wales, Australia. You can bring any claim against us in the courts of New South Wales.

20. Other important legal terms

- 20.1. If any part of these Purchase Terms is found to be invalid or unenforceable by any court or authority, that provision will be removed from these Purchase Terms and the remaining provisions will continue to apply.
- 20.2. Even if we delay in enforcing these Purchase Terms, we can still enforce these Purchase Terms at a later date. We might not immediately chase you for not doing something you should do under these Purchase Terms (for example, paying), or for doing something that you're not allowed to do, but that doesn't mean we can't do it later.
- 20.3. Any right or remedy that you or we are entitled to under these Purchase Terms or applicable law is separate from, and does not affect your or our entitlement to, any other right or remedy that you or we may be entitled to.
- 20.4. You may not transfer your rights or your obligations under these Purchase Terms without getting our consent in writing first.
- 20.5. We can transfer our rights and obligations to another company under these Purchase Terms. We'll tell you in writing if this happens and we'll make sure that this transfer doesn't affect your rights or services under the contract.
- 20.6. These Purchase Terms are between Peloton and you as a consumer. Nobody else can enforce them and neither of us will need to ask anybody else for permission to end or change them.
- 20.7. You agree that you will not export, re-export, or transfer any Peloton Products or services (including software or other digital products) that you have purchased from Peloton to any country, individual, corporation, organisation, or entity to which such export is restricted or prohibited by law. For example, economic sanctions and embargoes imposed by the European Union, the United Nations, US Departments of State, Treasury or Commerce, UK HM Treasury, and other government authorities (such as embargoes imposed on specific countries, or economic sanctions imposed on individuals or companies for terrorism or money laundering offences) may prohibit you from taking Peloton Products to other countries, even for your own personal use, and/or sending products (whether physically by mail or digitally via email or file-sharing) to particular individuals, corporations, organisations or entities. In addition, you agree that you will not purchase any product or service from the Website if you are subject to restrictive measures (sanctions). You agree to comply strictly with all applicable export laws and regulations.

- 20.8. You agree that you will not download and/or install any third party software and/or application on any Peloton Fitness Equipment (excluding assistive technologies that are necessary for your own use of the Peloton Fitness Equipment).