

**Membership Survey- 12 Month Membership Giveaway
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 STUDIOS ("GROUNDUP").

2. ACCEPTANCE OF TERMS

- 2.1. By entering 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 to participants.

3. DEFINITIONS

Survey Period means Monday, 3 November 2025 at 12:00AM to Sunday, 18 November 2025 at 11:59PM, which may be amended at the Promoter's discretion.

Eligible Individual means an individual that holds an active Eligible Membership during the Survey Period, that is not a staff member of the Promoter or a related entity of the Promoter.

Eligible Location means GROUNDUP Dickson, GROUNDUP Braddon, GROUNDUP Belconnen, GROUNDUP Yarralumla, GROUNDUP Gungahlin and GROUNDUP Alexandria.

Eligible Membership means any Movement Unlimited Membership, 2 Class Per Week Membership, 10-pack or single visit subject to the terms and conditions available at <https://groundup.studio/>

Ineligible Location means any location that is not a GROUNDUP Movement Studio.

Ineligible Membership means any membership that is not an Eligible membership, including Introductory Offers, Class Pass and memberships for GROUNDUP Wellness Offerings.

Membership Survey means the survey sent to members via email during the Survey Period on member experience.

Overall Winner means the individual identified in accordance with clause 6.

4. ELIGIBILITY

- 4.1. To be enter into this promotion individuals must be an Eligible Individual with an Eligible Membership and complete the Membership Survey in its entirety prior to the end of the Survey Period. Individuals who do not complete all questions in the Membership Survey will be ineligible to win.

4.2. Eligible Individuals will receive one, and only one, entry into the random draw upon completion of the Membership Survey in accordance with these Terms and Conditions. Eligible Individuals are to only complete the survey once.

4.3. The Promoter reserves the right to refuse entry to any individual it reasonably believes is not acting in good faith, does not meet eligibility requirements, or may compromise the integrity, or fairness of the Membership Survey.

5. PRIZE

5.1. A total of one (1) winner will be selected from among all Eligible Participants across all Eligible Locations who have fully completed the Membership Survey within the Survey Period.

5.2. The Winner will receive one (1) twelve-month membership to GROUNDUP, valid from the date of prize redemption and subject to the standard membership terms and conditions.

5.3. The Overall Winner will be determined by random draw.

5.4. All decisions made by the Promoter in relation to the selection of the Winner are final and binding. No correspondence will be entered into.

6. NOTIFICATION OF WINNERS

6.1. Winners will be notified in writing via email and may also be contacted via phone using the contact details provided with their GROUNDUP Membership.

6.2. The Promoter will take reasonable steps to notify the Winner within four (4) weeks of making a determination.

6.3. It is the responsibility of participants to ensure their contact details remain accurate and up to date.

6.4. The Promoter accepts no responsibility for failure to notify a winner where inaccurate or incomplete contact information has been provided.

7. PRIZE CLAIM AND COLLECTION

7.1. The winner must confirm their intention to claim their prize within the timeframe specified in the prize notification. Prizes must be claimed within three (3) months of notification unless otherwise stated. Failure to claim within this period will result in a re-draw.

7.2. Prizes are not transferable, assignable, or exchangeable and are not redeemable for cash or alternative services, except where required by law.

7.3. By accepting a prize, winners consent to the Promoter using their name, image, and likeness for promotional and marketing purposes, including public announcements of the results, without further notice or compensation.

8. PRIVACY

- 8.1. You acknowledge and agree that all personal information collected, used, and retained by the Promoter will be handled in accordance with GROUNDUP's Privacy Policy, which is expressly incorporated into these Terms and Conditions by reference. The Privacy Policy is available at: www.vivaleisure.com.au.

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 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. Unless otherwise required by law, 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.