

8-Week Challenge Terms and Conditions

1. PROMOTER

1.1. Viva Leisure Operations Pty Ltd (ABN 20 609 536 665) of registered office address: DKSN 2.0 North Building, Level 3/23 Challis Street, Dickson, ACT, 2602 (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. Continued participation in this Promotion following any variation shall constitute acceptance of the amended terms and conditions.

3. DEFINITIONS

Promotion Period means Sunday, 1 February 2026 at 12:00AM to Saturday, 28 March 2026 at 11:59PM, which may be amended at the Promoter's discretion.

Eligible Individual means an individual that has registered for the Promotion in accordance with clause 4 and holds an Eligible Membership throughout the Promotion Period.

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

Eligible Membership means any Unlimited Flex Membership, Unlimited Commit Membership, Movement Duo Membership (including any former or rebranded equivalent), and any subject to the terms and conditions available at <https://groundup.studio/>

Ineligible Location means any location that is not a GROUNDUP Studio within an Eligible Location.

Ineligible Membership means any membership that is not an Eligible membership, including the Movement 10 Class Pack, Movement Single Visit, Movement Intro Offer and memberships for GROUNDUP Wellness Offerings.

Promotion means the 8-Week Challenge run in accordance with these terms and conditions.

Registration Period means Monday, 12 January 2026 at 12:00AM to Saturday, 31 January 2026 at 11:59PM, which may be amended at the Promoter's discretion.

4. REGISTRATION

- 4.1. Registration for the Promotion is open to eligible individuals who, during the Registration Period, register accordance with clause 5 or clause 6 of these terms and conditions.

- 4.2. Registration to the Promotion provides participants with access to the Program Content, inclusions and activities offered during the Promotion Period, subject to these terms and conditions.
- 4.3. All Program Content, inclusions and free membership time:
 - a) are subject to availability;
 - I. Five Hundred (500) GROUNDUP journals;
 - II. Five Hundred (500) 500 GROUNDUP tumbler cups; and
 - III. One Thousand (1,000) grip socks.
 - b) are not transferable, exchangeable or redeemable for cash (except as required by law); and
 - c) may be substituted by the Promoter with items of equal or similar value where reasonably necessary.
- 4.4. Promotional free membership time will be applied in accordance with the participant's applicable membership terms and conditions and may be forfeited if the participant's membership is cancelled or otherwise ceases, subject to applicable consumer law.
- 4.5. Entry into the Promotion does not constitute automatic entry into the prize component of the Promotion.
- 4.6. The Promoter reserves the right to refuse entry to the Promotion or to the prize component where it reasonably believes an individual does not meet the eligibility requirements or has not complied with these terms and conditions.

5. EXISTING GROUNDUP MEMBERS

- 5.1. Registration in accordance with this clause is open to individuals who, at the time of registration, hold an active GROUNDUP membership of one an Eligible Membership type.
- 5.2. Eligible participants registering under this clause must pay a one-off registration fee of \$49.
- 5.3. Upon successful registration, participants will receive access to the Program Content during the Promotion Period, subject to these terms and conditions.
- 5.4. Participants registered under this clause will receive the following inclusions as part of the Promotion:
 - a) one (1) week of promotional free membership time;
 - b) exclusive access to optional in-studio workshops and/or other Program Content;
 - c) one (1) GROUNDUP journal (RRP \$55);
 - d) one (1) GROUNDUP tumbler cup (RRP \$75); and
 - e) one (1) pair of grip socks (RRP \$20).

6. NEW GROUNDPUP MEMBERS

- 6.1. Registration in accordance with this clause is open to individuals who are not current GROUNDPUP members and who, during the Registration Period, sign up to an Eligible Membership type.
- 6.2. Eligible participants registering under this clause will receive the following promotional incentives upon successful membership signup:
 - a) \$0 joining fee (saving \$59); and
 - b) \$0 registration fee (saving \$49).
- 6.3. Upon successful signup to an eligible membership, participants under this clause will be automatically registered for participation in the Promotion and will receive access to the Program Content during the Promotion Period, subject to these terms and conditions.
- 6.4. Participants registered under this clause will receive the following inclusions as part of the Promotion:
 - a) exclusive access to optional in-studio workshops and/or other Program Content;
 - b) one (1) GROUNDPUP journal (RRP \$55);
 - c) one (1) GROUNDPUP tumbler cup (RRP \$75); and
 - d) one (1) pair of grip socks (RRP \$20).

7. PROGRAM CONTENT

- 7.1. The Promotion is a structured program offered over the Promotion Period that provides participants with access to a range of activities, content and experiences designed to support engagement with movement, wellbeing and the GROUNDPUP community ("Program Content").
- 7.2. Program Content may include, but is not limited to:
 - a) weekly activities or prompts;
 - b) optional classes or sessions;
 - c) optional in-studio workshops;
 - d) digital or written resources; and
 - e) other content or experiences determined by the Promoter from time to time.
- 7.3. The specific Program Content made available may vary during the Promotion Period and may be delivered in different formats, including in-studio, digital or other channels determined by the Promoter.
- 7.4. Participation in any Program Content is entirely optional.
- 7.5. Participants are not required to:
 - a) attend any classes or workshops;

- b) complete any activities; or
- c) engage with any particular element of the Program Content

in order to remain part of the Promotion or to be eligible to submit feedback or be considered for a prize.

7.6. The Program Content is provided for general engagement and informational purposes only and does not guarantee any particular outcome, result or benefit.

7.7. Individual experiences and outcomes may vary.

7.8. The Promoter reserves the right to amend, vary, substitute or withdraw any aspect of the Program Content at any time during the Promotion Period, including due to operational requirements, availability, safety considerations or circumstances beyond the Promoter's reasonable control.

7.9. Any changes to Program Content will not give rise to any entitlement to a refund, credit or compensation, except as required by law.

8. PRIZE OVERVIEW

8.1. The Promoter will award a total of six (6) prizes as part of the Promotion.

8.2. Each prize consists of one (1) three-month GROUNDUP membership ('Prize').

8.3. Participation in the Program Content does not guarantee the receipt of a Prize.

8.4. The Prize will be applied automatically to the winner's existing Eligible Memberships.

9. ELIGIBILITY FOR PRIZE CONSIDERATION

9.1. Entry into the Promotion, or participation in the Program Content, does not constitute automatic eligibility for a Prize.

9.2. To be eligible to win the Prize, a participant must:

- a) be registered for the Promotion in accordance with these terms and conditions;
- b) hold an active eligible GROUNDUP membership at the time of submission and at the time the Prize is awarded;
- c) submit a completed feedback form in the manner specified by the Promoter following the conclusion of the Promotion Period (Eligible Submission); and
- d) otherwise comply with these terms and conditions.

9.3. Participants are not required to attend classes, workshops or activities, or to complete any minimum level of participation during the Promotion Period, in order to submit an Eligible Submission or be considered for a Prize.

10. FEEDBACK SUBMISSION

10.1. The feedback form will be made available to eligible participants at the conclusion of the Promotion Period in the manner specified by the Promoter, which may include delivery via email, the GROUNDUP App, an online portal, or another method determined by the Promoter.

10.2. Eligible Submissions must be received by the Promoter by Saturday, 4 April 2026 at 11:59PM.

10.3. Late, incomplete, illegible or non-conforming submissions will not be accepted.

10.4. Each eligible participant may submit one (1) Eligible Submission only.

11. JUDGING AND SELECTION OF WINNERS

11.1. All Eligible Submissions will be assessed by a panel of one or more persons appointed by the Promoter (Judging Panel).

11.2. Eligible Submissions will be judged based on the following criteria:

- a) quality of insight;
- b) thoughtfulness of reflection;
- c) relevance to the participant's experience of the Promotion or Program Content; and
- d) constructiveness of feedback.

11.3. The Judging Panel will select the six (6) Eligible Submissions that, in its opinion, best meet the judging criteria.

11.4. All decisions of the Judging Panel are final and binding, and no correspondence will be entered into.

12. NOTIFICATION OF WINNERS

12.1. Winners will be notified in writing via email and may also be contacted via phone using the contact details provided at the time of registration.

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

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

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

13. PRIZE CLAIM AND COLLECTION

13.1. Each Prize will:

- a) commence immediately upon being awarded; and
- b) be applied as a credit to the winner's existing eligible GROUNDUP membership account.

13.2. The Prize:

- a) is not transferable, exchangeable or redeemable for cash;
- b) cannot be deferred or substituted at the request of the winner; and
- c) is subject to the standard GROUNDUP membership terms and conditions.

13.3. If a Prize winner's membership is cancelled, suspended or otherwise ceases for any reason, any unused portion of the Prize may be forfeited, subject to applicable consumer law.

13.4. The Promoter reserves the right to verify the eligibility of any participant or Prize winner.

13.5. If the Promoter determines that a participant or Prize winner does not meet the eligibility requirements, has breached these terms and conditions, has breached the membership terms and conditions, has breached the conditions of entry to any GROUNDUP Studio, or has provided false or misleading information, the Promoter may, in its discretion, disqualify that participant or Prize winner and award the Prize to an alternative eligible participant.

13.6. 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 Promotion results, without further notice or compensation.

13.7. The Promoter accepts no responsibility or liability for any loss, damage, injury, disappointment, or expense (whether direct, indirect, consequential, or otherwise) suffered or incurred in connection with participation in the Promotion or the receipt or use of any prize or Promotion inclusion.

14. RELEASE AND INDEMNITY

14.1. By participating in this Promotion, you agree to release, discharge, and hold harmless the Promoter, its officers, directors, employees, agents, contractors, affiliates, and other participants from any and all liability for any injury, disability, death, or loss or damage to person or property, howsoever arising, whether in contract, tort (including negligence), statute, equity or otherwise, that may occur as a result of:

- a) Your participation in the Promotion;
- b) Your use of GROUNDUP facilities or equipment; or
- c) Any activity conducted or facilitated in connection with the Promotion.

14.2. In the event that you sustain any injury or illness during the Promotion, you must immediately cease participation and notify GROUNDUP staff in accordance with your membership terms and conditions.

14.3. All information, guidance, or advice provided throughout the Promotion, whether delivered by the Promoter staff, third-party contractors, or associated Promotion partners, is general in nature and should not be considered a substitute for individualised, professional medical, dietary, psychological, or fitness advice. Participants are responsible for seeking their own personal, professional guidance where appropriate.

14.4. All advice provided during the Promotion is offered in good faith and are intended solely to promote sustainable training, nutrition, and lifestyle habits. The Promoter accepts no responsibility for any physical or psychological condition that may arise during or following participation in the Promotion.

14.5. Participation is at the sole discretion and risk of the participant. We accept no liability for any injury, illness, loss, or condition sustained in connection with the Promotion.

15. WARRANTIES AND CONSUMER GUARANTEES

15.1. To the fullest extent permitted by law, the Promoter makes no warranties, representations, or guarantees, whether express or implied, in relation to any prize or benefit awarded through the Promotion, including but not limited to merchantability or fitness for purpose.

15.2. Where liability cannot be excluded under the Australian Consumer Law or other relevant consumer protection laws, the Promoter's liability is limited to the extent permitted by law.

15.3. Nothing in these terms and conditions shall exclude or modify any guarantees, rights, or remedies which are provided by the Australian Consumer Law or other applicable legislation and which cannot be excluded, restricted, or modified.

16. PRIVACY

16.1. By registering for the Promotion, participants consent to the Promoter collecting, using, and disclosing their personal information for the purposes of administering the Promotion and for related promotional and marketing purposes.

16.2. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with the Promotion 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.

17. REFUNDS

17.1. Except as otherwise required by law, any fees paid in connection with the Promotion are non-refundable. Failure to participate in the Promotion, whether due to change of mind, scheduling conflict, or any other reason, will not, in and of itself, constitute grounds for a refund.

17.2. At its sole and absolute discretion, the Promoter may consider offering a credit, partial refund, or full refund to a participant who sustains a significant injury during the early stages of the Promotion and, as a result, is unable to continue participating. Any such consideration is made on a case-by-case basis and is not guaranteed.

17.3. The following circumstances do not constitute valid grounds for a refund, credit, compensation, or dispute regarding the results of the Promotion:

- a) Failure to access or utilise any component of the Promotion, where these have been made reasonably available by the Promoter;
- b) Class unavailability, changes to the class schedule, studio closures, limited class capacity, instructor changes, or the cancellation or rescheduling of classes at any participating GROUNDUP location;
- c) Personal inability to attend classes or participate in Promotion activities for any reason, including illness, injury, travel, time constraints, conflicting commitments, or changes to personal circumstances;
- d) Dissatisfaction with, or personal preference against, the style, structure, duration, or format of the Promotion, including individual class formats or programming styles;
- e) Any perceived impact on an individual's ability to achieve a desired outcome, placement, or reward in the Promotion due to participation limitations caused by the above or similar factors.

17.4. Participants acknowledge that the Promotion is designed to be undertaken within the operational parameters of participating GROUNDUP studios, and that variations in class availability or access may occur from time to time.

17.5. All decisions made by the Promoter in relation to refunds, credits, prize eligibility, or the determination of Promotion outcomes are final and binding.

18. DISPUTES

18.1. 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.

18.2. 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.

18.3. 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.

19. GENERAL

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.