

GROUNDUP Easter Egg Hunt 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. Continued participation in this Promotion following any variation shall constitute acceptance of the amended terms and conditions.

3. DEFINITIONS

Afternoon Class Window means, for each Eligible Location, the period commencing at the scheduled start time of the first afternoon class on the Promotion Date, being:

- a) GROUNDUP Alexandria – 5:10pm;
- b) GROUNDUP Belconnen – 5:10pm;
- c) GROUNDUP Braddon – 4:20pm;
- d) GROUNDUP Dickson – 4:30pm;
- e) GROUNDUP Gungahlin – 4:20pm; and
- f) GROUNDUP Yarralumla – 4:20pm,

and continuing until the golden egg is found at that Eligible Location.

Promotion means the GROUNDUP Easter Egg Hunt conducted in accordance with these Terms and Conditions.

Promotion Date means Thursday, 2 April 2026, commencing at the start of the first afternoon class at each Eligible Location and continuing until the golden egg is found at that location, unless ended earlier by the Promoter.

Eligible Individual means a person who:

- a) is eighteen (18) years of age or older; and
- b) is validly booked into, and attends, an afternoon class at an Eligible Location during that location's Afternoon Class Window on the Promotion Date.

Eligible Location means:

- a) GROUNDUP Dickson
- b) GROUNDUP Braddon
- c) GROUNDUP Belconnen
- d) GROUNDUP Yarralumla
- e) GROUNDUP Gungahlin
- f) GROUNDUP Alexandria

Eligible Membership means a current active GROUNDUP membership.

Casual Visitor means an individual attending the studio under a paid casual pass who does not hold an Eligible Membership.

4. PROMOTION DETAILS

- 4.1. During the Promotion Date, GROUNDUP staff will hide a number of chocolate eggs throughout each Eligible Location, including one (1) golden egg per studio.
- 4.2. Participants may search for eggs during the Promotion Date subject to the following rules:
 - a) participants must not run, climb, or engage in unsafe behaviour while searching for eggs;
 - b) eggs must not be moved, re-hidden, tampered with or intentionally concealed by participants;
 - c) participants must comply with all directions given by GROUNDUP staff.
- 4.3. The first Eligible Individual to locate the golden egg and return it to staff at each Eligible Location will be deemed the winner of the Promotion for that location.
- 4.4. Once the golden egg has been found at a location, the Promotion will conclude at that location.
- 4.5. The Promoter reserves the right to disqualify any participant who behaves in a manner that is unsafe, disruptive, or inconsistent with the spirit of the Promotion.
- 4.6. The following individuals are not eligible to participate in the Promotion:
 - a) employees, contractors, directors, and officers of Viva Leisure Limited, Viva Leisure Operations Pty Ltd, or any related entities; and immediate family members (including spouses, de facto partners, parents, children, and siblings) of any person listed in this clause.

5. PRIZE OVERVIEW

- 5.1. One (1) prize will be awarded at each Eligible Location.
- 5.2. The prize awarded will depend on the winner's membership status at the time the golden egg is found.

Direct Debit Members

5.3. Winners who hold an Eligible Membership will receive one (1) week of membership credit applied to their membership account.

5.4. The membership credit will:

5.5. be applied to the winner's next billing cycle; and

5.6. require the winner to maintain an active membership to redeem the credit.

Casual Visitors

5.7. Winners who are Casual Visitors will receive one (1) five-pack of GROUNDUP classes.

5.8. The five-pack:

a) will expire one (1) months from the date of issue; and

b) is valid at participating GROUNDUP Studios.

5.9. Prizes are not transferable, exchangeable or redeemable for cash; and may be substituted by the Promoter with a prize of equal or greater value where reasonably necessary.

6. SAFETY AND CONDUCT

6.1. Participants must comply with all GROUNDUP studio rules, policies and staff directions.

6.2. The Promoter may refuse participation to, or remove from the Promotion, any participant whose conduct is considered unsafe, disruptive or inappropriate.

6.3. Chocolate eggs provided as part of the Promotion may contain allergens. Participants consume any food items at their own risk.

7. NOTIFICATION OF WINNERS

7.1. Winners will be confirmed by GROUNDUP staff at the time the golden egg is located.

7.2. The Promoter's decision regarding the identification of the winner is final and binding.

8. RELEASE AND INDEMNITY

8.1. 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.

- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. 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.

9. WARRANTIES AND CONSUMER GUARANTEES

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

10. PRIVACY

- 10.1. 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.
- 10.2. 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.

11. REFUNDS

- 11.1. 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.

- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. All decisions made by the Promoter in relation to refunds, credits, prize eligibility, or the determination of Promotion outcomes are final and binding.

12. DISPUTES

- 12.1. 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.
- 12.2. 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.

12.3. 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.

13. GENERAL

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.