

**GROUNDUP 8-Week Challenge 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.
- 2.3. These Terms and Conditions will be available via [<https://vivaleisure.group/legal/>]
- 2.4. In the event of any inconsistency between these Terms and promotional material, these Terms prevail.

**3. DEFINITIONS**

**Promotion** means the GROUNDUP 8-Week Challenge Survey Promotion conducted in accordance with these Terms and Conditions.

**Eligible Individual** means an individual who:

- a) participated in the GROUNDUP 8-Week Challenge;
- b) completes the Membership Survey during the Promotion Period; and
- c) holds an active GROUNDUP membership at the time winners are determined.

**Membership Survey** means the survey made available to participants of the GROUNDUP 8-Week Challenge during the Promotion Period via email or other communication channels determined by the Promoter.

**Entry** means a valid submission of the Membership Survey that includes a Qualifying Response in accordance with these Terms and Conditions.

**Qualifying Response** means a response submitted by an Eligible Individual to the question specified by the Promoter that:

- d) is no more than twenty-five (25) words in length;
- e) is genuine and relevant to the participant's experience of the GROUNDUP 8-Week Challenge; and
- f) complies with these Terms and Conditions.

*Prize* means one (1) of three (3) GROUNDUP Unlimited Flex Memberships for a period of twelve (12) months, to be applied as a credit to the winner's membership account.

*Winner* means an Eligible Individual whose Entry is selected as a winning entry in accordance with these Terms and Conditions.

#### 4. PROMOTION PERIOD

- 4.1. The Promotion commences at 12:00AM (AEDT) on Wednesday, 1 April 2026 and ends at 11:59PM (AEDT) on Tuesday, 7 April 2026 (the "Promotion Period"), which may be amended at the Promoter's discretion.
- 4.2. Entries will only be accepted where a valid Entry is received by the Promoter during the Promotion Period. Entries received after the end of the Promotion Period will not be accepted and will be deemed invalid.
- 4.3. Upon expiry or termination of the Promotion Period:
  - a) no further participation in the Promotion will be permitted; and
  - b) the Promoter may, at its discretion, consider any valid Entries received prior to the termination of the Promotion Period.
- 4.4. The Promoter accepts no responsibility for any late, lost, incomplete, misdirected, or otherwise invalid Entries, including where such failure arises due to technical issues, system errors, or any other reason beyond the Promoter's reasonable control.

#### 5. ENTRY CONDITIONS

- 5.1. An Entry will only be valid if it is received by the Promoter during the Promotion Period and complies with these Terms and Conditions.
- 5.2. Each Entry must include a Qualifying Response.
- 5.3. An Entry will be deemed invalid if it:
  - a) is incomplete;
  - b) exceeds the permitted word limit;
  - c) does not include a Qualifying Response; or
  - d) otherwise does not comply with these Terms and Conditions.
- 5.4. The Promoter reserves the right, at its sole discretion, to:
  - a) determine whether an Entry is valid;
  - b) verify the eligibility of any individual or Entry; and
  - c) disqualify any individual or Entry that does not comply with these Terms and Conditions or is not submitted in good faith.

5.5. Entries must not:

- a) contain content that is unlawful, defamatory, offensive, or inappropriate;
- b) infringe the rights (including intellectual property rights) of any third party; or
- c) otherwise be inconsistent with the intent of the Promotion.

5.6. The Promoter is not responsible for any failure to receive an Entry due to technical issues, system errors, delays, or any other reason beyond its reasonable control.

## 6. PRIZE

6.1. A total of three (3) Winners will be selected from all valid Entries received during the Promotion Period.

6.2. Each Winner will receive one (1) GROUNDUP Unlimited Flex Membership for a period of twelve (12) months (Prize), to be applied as a credit to the Winner's existing membership account.

6.3. The total prize pool value is \$10,904.40 AUD.

6.4. The Prize:

- a) is not transferable, exchangeable, or redeemable for cash;
- b) must be accepted as awarded; and
- c) is subject to the standard GROUNDUP membership terms and conditions.

6.5. The Prize will commence from the date it is applied to the Winner's membership account. If a Winner's membership is cancelled, suspended, or otherwise ceases for any reason, any unused portion of the Prize may be forfeited, subject to applicable law.

## 7. JUDGING AND SELECTION OF WINNERS

7.1. This Promotion is a game of skill. Chance plays no part in determining the Winners.

7.2. All valid Entries received during the Promotion Period will be reviewed and assessed by a panel of one or more judges appointed by the Promoter (Judging Panel).

7.3. Each Entry will be assessed based on the following criteria:

- a) relevance to the participant's experience of the GROUNDUP 8-Week Challenge;
- b) genuineness and authenticity of the response;
- c) thoughtfulness and clarity of the reflection expressed; and
- d) overall merit, having regard to how meaningfully the response communicates the impact or significance of the Challenge to the participant.

7.4. The three (3) Entries that, in the opinion of the Judging Panel, best satisfy the judging criteria will be selected as the Winners.

- 7.5. Judging will take place within fourteen (14) days of the end of the Promotion Period.
- 7.6. In the event that the Judging Panel considers two or more Entries to be of equal merit, the Promoter reserves the right to determine the Winner in its sole discretion.
- 7.7. All decisions of the Judging Panel and the Promoter are final and binding, and no correspondence will be entered into.

## **8. NOTIFICATION OF WINNERS**

- 8.1. Winners will be notified in writing via email and may also be contacted via phone using the contact details associated with their GROUNDUP membership account.
- 8.2. The Promoter will take reasonable steps to notify each Winner within fourteen (14) days of the completion of judging.
- 8.3. It is the responsibility of participants to ensure that their contact details are accurate and up to date at all times.
- 8.4. The Promoter accepts no responsibility for any failure to notify a Winner where inaccurate, incomplete, or outdated contact information has been provided.
- 8.5. Winners must confirm their acceptance of the Prize within the timeframe specified in the notification.
- 8.6. If a Winner does not respond or cannot be contacted within a reasonable period determined by the Promoter, the Promoter reserves the right to determine an alternative Winner in accordance with clause 7.
- 8.7. By accepting a Prize, each Winner consents to the Promoter using their name, image, and likeness for promotional and marketing purposes, including announcing the results of the Promotion, without further notice or compensation, unless otherwise prohibited by law.

## **9. PRIZE CONDITIONS**

- 9.1. Each Prize will be applied as a credit to the Winner's existing GROUNDUP membership account and will commence from the date it is applied.
- 9.2. The Prize:
  - a) is personal to the Winner and is not transferable, assignable, or exchangeable;
  - b) is not redeemable for cash or any other benefit; and
  - c) must be accepted as awarded.
- 9.3. The Prize is subject to the standard GROUNDUP membership terms and conditions, including any applicable rules, policies, and access conditions, as updated from time to time.
- 9.4. The Winner must hold an active GROUNDUP membership at the time the Prize is awarded.

- 9.5. If a Winner's membership is cancelled, suspended, or otherwise ceases for any reason, any unused portion of the Prize may be forfeited, subject to applicable law.
- 9.6. The Promoter reserves the right to verify the eligibility of any Winner, including confirming identity and membership status.
- 9.7. The Promoter may, at its discretion, disqualify a Winner and withdraw or reallocate the Prize where it reasonably believes that:
- the Winner does not meet the eligibility requirements;
  - the Winner has breached these Terms and Conditions or any applicable membership terms; or
  - the Winner has provided false or misleading information.
- 9.8. If a Prize is forfeited, unclaimed, or withdrawn for any reason, the Promoter may determine an alternative Winner in accordance with clause 7.

## 10. RELATIONSHIP WITH THE GROUNDUP 8 WEEK CHALLENGE

- 10.1. This Promotion is separate from the GROUNDUP 8-Week Challenge and does not form part of the prize component of that promotion.
- 10.2. Eligibility for this Promotion is limited to individuals who participated in the GROUNDUP 8-Week Challenge and who meet the eligibility requirements set out in these Terms and Conditions.
- 10.3. Participation in the GROUNDUP 8-Week Challenge does not automatically constitute entry into this Promotion. Entry is only achieved by submitting a valid Entry in accordance with these Terms and Conditions.
- 10.4. Participation in this Promotion does not affect a participant's eligibility for any prize offered as part of the GROUNDUP 8-Week Challenge.
- 10.5. An individual may win a prize in both this Promotion and the GROUNDUP 8-Week Challenge, subject to meeting the eligibility requirements of each promotion.

## 11. PRIVACY AND MARKETING

- 11.1. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with this Promotion will be handled in accordance with Viva's Privacy Policy and collection notice, which are expressly incorporated into these Terms and Conditions by reference. These policies are available at [www.vivaleisure.com.au/legal](http://www.vivaleisure.com.au/legal).
- 11.2. By participating in the Promotion, Eligible Individuals and Guests consent to the Promoter, Club Lime, Viva Leisure Limited and their related bodies corporate collecting, using, and disclosing their personal information for the purposes of:
- administering the Promotion;

- b) facilitating access to facilities, services, and entry requirements (including registration, waivers, and induction processes); and
- c) sending marketing, promotional, and advertising communications relating to their products, services, offers, and events.

11.3. Individuals may opt out of receiving marketing communications at any time by using the unsubscribe facility included in marketing communications or by contacting the Promoter.

## 12. LIABILITY

12.1. To the extent permitted by law, the Promoter (including its officers, employees, agents, and related entities) excludes all liability for any loss, damage, injury, or delay (including indirect or consequential loss) suffered or incurred by any person in connection with:

- a) participation in the Promotion;
- b) any Entry or Qualifying Response submitted as part of the Promotion;
- c) the conduct of the Promotion, including the judging process; or
- d) the acceptance, use of, or inability to use a Prize.

12.2. The Promoter is not responsible for:

- a) any technical issues, system errors, delays, or failures affecting participation in the Promotion;
- b) any loss or corruption of data, including Entries or Qualifying Responses; or
- c) any failure to receive or process an Entry for any reason beyond the Promoter's reasonable control.

12.3. Nothing in these Terms and Conditions excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified.

12.4. Where liability cannot be excluded, the Promoter's liability is limited to the minimum extent permitted by law.

## 13. DISPUTES

13.1. Any disputes or complaints arising out of or in connection with the promotion must be submitted in writing to [info@viva-leisure.com.au](mailto:info@viva-leisure.com.au) within twenty-eight (28) days of the dispute arising or becoming known to the participant.

13.2. 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.

13.3. 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.

#### **14. GENERAL**

14.1. Failure by the Promoter to enforce any provision of these Terms will not be deemed a waiver of that provision or of the Promoter's rights.

14.2. The Promoter reserves all rights and remedies available to it at law or in equity. The exercise of any right or remedy does not preclude the exercise of any other right or remedy.

14.3. If any provision of these Terms is held to be invalid, unenforceable, or illegal, that provision will be severed and the remaining provisions will continue in full force and effect.

14.4. These Terms constitute the entire agreement in relation to the Promotion and supersede all prior agreements, understandings, and representations relating to the Promotion.

14.5. The Promoter will not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure is due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, labour disputes, cyber incidents, or government actions.

14.6. These Terms are governed by the laws of the Australian Capital Territory. Participants submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.