

GROUNDUP 6-Week Challenge 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 2602 (the "Promoter") operates multiple facilities trading as GROUNDUP.

2. ACCEPTANCE OF TERMS

- 2.1. Participation in the Promotion is subject to these Terms and Conditions.
- 2.2. The Promoter reserves the right to amend these Terms and Conditions, subject to any applicable laws or regulatory requirements. Any amendment will be effective upon publication on the Promoter's website or as otherwise notified to participants. The Promoter will use reasonable endeavours to notify Eligible Individuals and ensure that any amendments do not materially disadvantage participants who have already entered the Promotion.
- 2.3. These Terms and Conditions will be made available via vivaleisure.group/legal/ throughout the Promotion Period and will remain available until the Draw has been conducted and all prizes (including any redraw prizes) have been awarded.
- 2.4. To the extent permitted by law, in the event of any inconsistency between these Terms and Conditions and any promotional or advertising material, these Terms and Conditions will prevail.

3. DEFINITIONS

- 3.1. In these Terms and Conditions, unless the context otherwise requires

Eligible GROUNDUP Class means a scheduled GROUNDUP class conducted at a Participating Studio during the Promotion Period that is attended by an Eligible Individual in accordance with these Terms and Conditions.

Eligible GROUNDUP Membership means a current GROUNDUP membership or other membership or class pass that entitles the holder to attend GROUNDUP classes.

Eligible Individual means a person who meets the eligibility requirements set out in clause 5.

Entry means an entry into the Major Prize Draw allocated to a Participant in accordance with clause 6.

Home Studio means the GROUNDUP studio nominated by a Participant in the Promoter's membership records for the purposes of the Promotion.

Major Prize means one of the six (6) prize packs described in clause 8.4.

Major Prize Draw means the draw conducted in accordance with clause 11.

Participant means an Eligible Individual who has received at least one (1) Entry in accordance with these Terms and Conditions.

Participating Studio means a GROUNDUP studio operated by the Promoter and participating in the Promotion.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).

Privacy Policy means the Promoter's privacy policy available at www.vivaleisure.group/legal/.

Promotion means the GROUNDUP 6-Week Challenge promotion conducted by the Promoter in accordance with these Terms and Conditions.

Promotion Period means the period specified in clause 4.1.

Promoter has the meaning given in clause 1.

Spot Prize means one of the instant prizes described in clause 8.7.

4. PROMOTION PERIOD

- 4.1. The Promotion commences at 12:00am (AEST) on 1 September 2026 and closes at 11:59pm (AEST) on 13 October 2026 (the "Promotion Period").
- 4.2. The Promoter reserves the right to amend, suspend, extend or cancel the Promotion Period, subject to any applicable laws or regulatory requirements.
- 4.3. Upon expiry of the Promotion Period, no further Entries will be accepted.

5. ELIGIBILITY

- 5.1. Entry into the Promotion is open to individuals who:
 - a) are residents of Australia;
 - b) are aged eighteen (18) years or over; and
 - c) satisfy the eligibility requirements set out in these Terms and Conditions (each an "Eligible Individual").
- 5.2. To be eligible to participate in the Promotion, an Eligible Individual must:
 - a) hold a current GROUNDUP membership (or other membership or class pass that entitles the individual to attend GROUNDUP classes);
 - b) attend an eligible GROUNDUP class during the Promotion Period; and
 - c) have their membership or class pass in good standing at the time of the Prize Draw.
- 5.3. Existing GROUNDUP members and new members who join during the Promotion Period are eligible to participate, provided they otherwise satisfy these Terms and Conditions.

- 5.4. Each Eligible Individual must have a nominated GROUNDUP home studio for the purposes of the Promotion. An Eligible Individual will only be eligible to win prizes allocated to their nominated home studio, regardless of which GROUNDUP studio they attend during the Promotion Period.
- 5.5. The following individuals are not eligible to enter the Promotion:
- a) employees, officers and directors of the Promoter and its related entities;
 - b) any person involved in the administration, management or conduct of the Promotion, including the determination of winners;
 - c) the immediate family members of any person listed in paragraphs (a) and (b) (including spouses, de facto partners, parents, children and siblings); and
 - d) any other person reasonably determined by the Promoter to be ineligible due to their involvement in the Promotion.
- 5.6. The Promoter reserves the right to verify the eligibility of any Participant and may request such information or documentation as reasonably required for this purpose. Failure to provide such information may result in disqualification.

6. HOW TO ENTER

- 6.1. Entry into the Promotion is automatic. No separate entry form, fee or submission is required.
- 6.2. During the Promotion Period, the Promoter will notify Eligible Individuals of the Promotion using the contact details held by the Promoter and will make these Terms and Conditions available.
- 6.3. An Eligible Individual may opt out of participation in the Promotion by notifying the Promoter before the end of the Promotion Period.
- 6.4. Entry into the Promotion is free. No additional fee is charged to participate, and any membership or class fees relate solely to attendance at GROUNDUP classes and not to entry into the Promotion.
- 6.5. Subject to these Terms and Conditions, an Eligible Individual will receive one (1) Entry into the Major Prize Draw for each eligible GROUNDUP class attended during the Promotion Period.
- 6.6. Entries are cumulative. There is no maximum number of Entries that an Eligible Individual may receive during the Promotion Period.
- 6.7. For the purposes of these Terms and Conditions, attendance at an eligible GROUNDUP class will only qualify for an Entry where:
- a) the Participant is recorded by the Promoter as having attended the class;
 - b) the Participant attends the class during the Promotion Period; and
 - c) the Participant's membership or class pass is in good standing at the time of attendance.

- 6.8. In addition to receiving Entries into the Major Prize Draw, each Eligible GROUNDUP Class attended during the Promotion Period gives the Participant the opportunity to win a Spot Prize if the Participant occupies a mat or reformer selected by the Promoter for a Spot Prize during that class.

7. ENTRY VALIDATION AND VERIFICATION

- 7.1. The Promoter reserves the right to verify the validity of Entries and the eligibility of Participants at any time, including by requesting such information or documentation as it reasonably requires.
- 7.2. The Promoter may, acting reasonably, disqualify any Participant or invalidate any Entry where:
- a) the Participant does not meet the eligibility requirements;
 - b) the Entry is not recorded in accordance with these Terms and Conditions;
 - c) the Participant's attendance at an eligible GROUNDUP class cannot be verified;
 - d) the Promoter reasonably suspects that an Entry has been obtained improperly, fraudulently, or in breach of these Terms and Conditions or the applicable membership terms and conditions; or
 - e) the Participant provides false or misleading information in connection with the Promotion.
- 7.3. The Promoter will calculate and record Entries into the Major Prize Draw based on its attendance and membership records. The Promoter's attendance records will also be used for the purposes of administering and verifying the award of Spot Prizes. The Promoter accepts no responsibility for Entries or attendance records that are not recorded due to technical issues, system errors or other circumstances beyond the Promoter's reasonable control.
- 7.4. For the purposes of awarding Spot Prizes, where there is any dispute as to which Participant occupied the selected mat or reformer, the Promoter's staff will determine the Participant entitled to receive the Spot Prize. The Promoter's records and that determination are final, in the absence of manifest error.

8. PRIZE STRUCTURE

- 8.1. There are two (2) categories of prizes available to be won in the Promotion:
- a) the Major Prizes; and
 - b) the Spot Prizes.

- 8.2. The total prize pool is valued at AUD \$10,008.00 (RRP).

Major Prizes

- 8.3. There are six (6) Major Prizes available to be won.
- 8.4. Each Major Prize is valued at AUD \$978.00 (RRP) and consists of:
- a) one (1) month GROUNDUP membership (valued at AUD \$240.00);
 - b) one (1) Rhode kit (valued at AUD \$203.00);

- c) one (1) Stylerunner gift card (valued at AUD \$300.00);
- d) one (1) Sol de Janeiro pack (valued at AUD \$56.00);
- e) one (1) K18 Leave-In Molecular Repair Hair Mask (valued at AUD \$115.00); and
- f) one (1) Phlur Matcha Milk Hair and Body Mist (valued at AUD \$64.00).

8.5. The total value of the Major Prize pool is AUD \$5,868.00 (RRP).

Spot Prizes

8.6. There are one hundred and twenty-six (126) Spot Prizes available to be won during the Promotion Period.

8.7. The Spot Prizes consist of:

- a) twelve (12) Mecca gift cards valued at AUD \$50.00 each;
- b) thirty-six (36) Mecca gift cards valued at AUD \$20.00 each;
- c) twenty-four (24) Muscle Republic gift cards valued at AUD \$50.00 each;
- d) eighteen (18) The Iconic gift cards valued at AUD \$50.00 each; and
- e) thirty-six (36) Move Active gift cards valued at AUD \$20.00 each.

8.8. The total value of the Spot Prize pool is AUD \$4,140.00 (RRP).

General

8.9. Subject to these Terms and Conditions, each valid Entry into the Major Prize Draw has an equal chance of being selected.

8.10. A Participant may win a maximum of one (1) Major Prize.

8.11. A Participant who wins a Spot Prize remains eligible to win a Major Prize.

8.12. Unless otherwise stated, prizes are not transferable, exchangeable or redeemable for cash or any other goods or services, except where required by law.

8.13. The Promoter makes no representation as to the suitability of any prize for any particular purpose, subject to any rights under applicable laws.

9. PRIZE CONDITIONS

9.1. The prizes are as described in these Terms and Conditions and are subject to availability.

9.2. Unless otherwise stated, prizes are not transferable, exchangeable or redeemable for cash or any other goods or services, except where required by law.

9.3. Where a prize includes a GROUNDUP membership, activation and use of that membership are subject to the applicable GROUNDUP membership terms and conditions, including any applicable club rules, policies, health and safety requirements and conditions of entry.

- 9.4. Gift cards and other third-party products forming part of a prize are subject to the terms and conditions of the relevant issuer or supplier, including any expiry dates or conditions of use.
- 9.5. If a prize, or any component of a prize, becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter reserves the right to substitute that prize or component with another prize of equal or greater value, subject to any applicable laws or regulatory requirements.
- 9.6. Unless expressly stated, any costs associated with accepting or using a prize, including travel or incidental expenses, are the responsibility of the winner.
- 9.7. The Promoter reserves the right to suspend, cancel or refuse to provide any membership forming part of a prize where the winner breaches the applicable membership terms and conditions, club rules, behavioural policies or health and safety requirements.
- 9.8. The Promoter makes no representations or warranties regarding the quality, suitability or fitness for purpose of any prize, except as required by law.

10. PRIZE DRAW

- 10.1. The draw to determine the winners of the Major Prizes (the "Major Prize Draw") will take place at the Promoter's registered office, being DKS N 2.0 North Building, Level 3, 23 Challis Street, Dickson ACT 2602, on 14 October 2026 at 12:00pm (AEDT), or on such other date as determined by the Promoter in accordance with applicable laws.
- 10.2. The Major Prize Draw will be conducted electronically using a random selection process from all valid Entries recorded by the Promoter in accordance with clause 6.
- 10.3. There will be six (6) Major Prize winners, with one (1) Major Prize to be awarded in respect of each Participating Studio.
- 10.4. All valid Entries will be pooled into a single draw. Each Entry will only be eligible to win the Major Prize allocated to the Participant's nominated Home Studio.
- 10.5. If an Entry is selected for a Home Studio for which a winner has already been drawn, or the selected Participant is otherwise ineligible to receive that Major Prize, another Entry will be drawn until an eligible winner is selected for that Home Studio.
- 10.6. Participants must remain eligible in accordance with these Terms and Conditions at the time of the Major Prize Draw and at the time the Major Prize is awarded.
- 10.7. All selected winners are subject to verification in accordance with these Terms and Conditions. The Promoter reserves the right to verify the validity of Entries and the eligibility of Participants before awarding a Major Prize.
- 10.8. If a selected Entry is deemed invalid or the Participant is ineligible, that Entry will be disregarded and another Entry will be drawn in its place.

10.9. The Major Prize Draw will be conducted in accordance with applicable laws and regulatory requirements. The Promoter will ensure that the Major Prize Draw is conducted fairly and in a manner that ensures each valid Entry has an equal chance of winning the Major Prize allocated to the Participant's nominated Home Studio.

11. NOTIFICATION OF WINNERS

11.1. The winner will be notified by email and/or phone using the contact details associated with their Entry within seven (7) days of the Draw.

11.2. It is the responsibility of each Participant to ensure that their contact details are accurate and up to date. The Promoter accepts no responsibility for any failure to notify the winner due to incorrect or incomplete contact details.

11.3. The Promoter will take all reasonable steps to identify and contact the winner using the contact details associated with the winner's Entry.

11.4. Reasonable steps may include, but are not limited to:

- a) contacting the winner via email;
- b) attempting to contact the winner by phone where contact details are available; and
- c) any other method reasonably available to the Promoter based on the information provided by the Participant.

12. PRIZE CLAIM

12.1. The winner must claim the Prize by responding to the notification email and complying with any instructions provided by the Promoter within fourteen (14) days of being notified.

12.2. To claim the Prize, the winner may be required to:

- a) provide proof of identity;
- b) confirm their eligibility;
- c) provide any other information reasonably requested by the Promoter.

12.3. The Prize memberships will be activated within twenty-eight (28) days of the Draw, or as otherwise determined by the Promoter.

12.4. If the winner:

- a) does not claim the Prize within the time specified in clause 12.1; or
- b) fails to provide the information required under clause 12.2 within a reasonable timeframe specified by the Promoter,

12.5. the Prize will be deemed unclaimed.

12.6. If, despite taking reasonable steps, the Promoter is unable to contact the winner or the winner does not respond within the time specified in these Terms and Conditions, the Prize will be deemed unclaimed.

12.7. Where the Prize is deemed unclaimed, the Promoter will conduct a redraw in accordance with clause 13 and any applicable laws or regulatory requirements.

13. REDRAW

13.1. If:

- a) the Prize remains unclaimed for a period of three (3) months from the date of the Draw;
- b) the selected winner is ineligible; or
- c) an Entry is deemed invalid,

the Promoter will conduct a redraw for the Prize.

13.2. If required, a redraw will take place at the same location as the original Draw, being the Promoter's registered office address at DKS N 2.0 North Building, Level 3/23 Challis Street, Dickson ACT 2602, on 14 January 2027 at 12:00PM (AEDT).

13.3. The redraw will be conducted in the same manner as the original Draw, and these Terms and Conditions will apply to the redraw as if it were the original Draw.

13.4. The winner of any redraw will be notified in accordance with clause 10.

14. PUBLICATION OF WINNER

14.1. The first name initial, surname, and, where permitted by law, the suburb of residence of the winner may be published on the Promoter's website and/or social media channels within thirty (30) days of the Draw.

14.2. If a redraw is conducted, the first name initial, surname, and, where permitted by law, the suburb of residence of the redraw winner may be published on the Promoter's website and/or social media channels within thirty (30) days of the redraw.

14.3. Any publication of winner details under this clause will be conducted in accordance with applicable privacy laws and the Promoter's Privacy Policy.

15. PRIVACY

15.1. The Promoter may collect, use and disclose Personal Information for the purposes of administering the Promotion, verifying eligibility, conducting the Draw, awarding the Prize and complying with legal and regulatory obligations associated with the Promotion.

15.2. 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 the Privacy Policy, which is expressly incorporated into these Terms and Conditions by reference. The Privacy Policy is available at: vivaleisure.group/legal/.

15.3. The Promoter may disclose personal information for the purpose of administering this Promotion. If you do not provide the requested information, you may be ineligible to enter or receive a prize.

15.4. The Promoter will retain entries for 5 years after Promotion close and then delete or de-identify them. For privacy queries, see the Privacy Policy.

16. MARKETING

16.1. Any personal information collected and used for marketing purposes will be handled in accordance with the Promoter's Privacy Policy.

17. LIABILITY AND INDEMNITY

17.1. By participating in the 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) ; or
- c) Any activity conducted or facilitated in connection with the Promotion

17.2. to the extent permitted by law.

18. WARRANTIES AND CONSUMER GUARANTEES

18.1. 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.

18.2. 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.

18.3. 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.

19. MEMBERSHIP TERMS

19.1. Participation in this Promotion is subject to the Promoter's standard membership terms and conditions, as amended from time to time ("Membership Terms").

19.2. To the extent of any inconsistency, these Terms and Conditions govern the Promotion only and do not amend, vary or override the Membership Terms.

19.3. All fees, charges, access rights and obligations relating to any membership remain governed by the Membership Terms.

19.4. This promotion does not affect any minimum term, payment obligations or other contractual requirements under the Membership Terms unless expressly stated.

20. DISPUTES

20.1. Any disputes or complaints arising out of or in connection with the Promotion should be submitted in writing to info@vivaleisure.group within twenty-eight (28) days of the dispute arising or becoming known to the participant.

20.2. The Promoter will review and respond to any dispute in a timely manner and may, acting reasonably:

20.3. request additional information from the participant;

20.4. determine appropriate resolutions or corrective measures; and

20.5. set reasonable timeframes for resolving the dispute.

20.6. The Promoter's decisions in relation to the administration of the Promotion will be made in good faith and in accordance with these Terms and Conditions.

20.7. Nothing in this clause limits, excludes, or modifies any rights or remedies available to participants under applicable laws, including the Australian Consumer Law.

21. PERMIT DETAILS

21.1. The Promotion will be conducted under the following permits (as applicable):

a) Australian Capital Territory Permit No: [TP 26/01715].

b) New South Wales Permit No: [TP/05259].

21.2. These Terms and Conditions are subject to any applicable laws and permit conditions. To the extent of any inconsistency, the applicable permit conditions will prevail.

22. GENERAL

22.1. 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.

22.2. 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.

22.3. 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.

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

22.5. 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.

22.6. 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.