

Movement 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, 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 the Movement Challenge following any variation shall constitute acceptance of the amended terms and conditions.

3. DEFINITIONS

Challenge Period means Friday, 1 August 2025 at 12:00AM to Sunday, 31 August 2025 at 11:59PM, which may be amended at the Promoter's discretion.

Eligible Individual means an individual that holds an active Eligible Membership between 1 August 2025 at 12:00AM to Sunday, 31 August 2025 or who has purchased the Movement Challenge 20-Class Pack.

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

Eligible Membership means any Movement Unlimited Membership or GROUNDUP Movement Challenge 20-Visit Pack, subject to the terms and conditions available at <https://groundup.studio/>

Home Studio means the Eligible Location nominated by the member upon signup to their membership agreement, or at the time of purchase of the Movement Challenge 20-Class Pack.

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

Ineligible Membership means any membership that is not an Eligible membership, including 2x Per Week, 10 Packs, Single Visits, Introductory Offers and memberships for GROUNDUP Wellness Offerings.

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

Weekly Winner means the individual identified in accordance with clause 8.

4. ENTRY

- 4.1. To register for the Movement Challenge, all individuals must register their interest by completing the Movement Challenge Registration Form, available via the GROUNDUP App and completing the requirements outlined under clause 5.

- 4.2. 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 safety, integrity, or fairness of the Movement Challenge.
- 4.3. All participants must be a minimum of thirteen (13) years of age at the time of registration.
- 4.4. By registering for the Movement Challenge, the participant acknowledges and warrants that they are medically and physically fit to participate in the Movement Challenge. Participation is entirely at the individual's own risk.

5. MOVEMENT CHALLENGE

- 5.1. Registration in the Movement Challenge requires completion of the following challenge requirements:
 - a) Register to Join the Movement Challenge via the GROUNDUP App.
 - b) Complete the Movement Challenge Form "What does winning the Movement Challenge mean to you?" in 25 words or less.
 - c) Record your progress in studio using the Interactive Challenge Board. You will also have the option to record your progress via the Challenge Tile GROUNDUP Social Media channels whereby you can tag and repost proof of attendance throughout the month.
 - d) Complete classes throughout the Challenge Period.

- 5.2. Incomplete registrations will not be accepted.

6. OVERALL PRIZE

- 6.1. A total of six (6) Overall Winners will be selected from among all Eligible Participants across all Eligible Locations. One (1) winner will be awarded at each Eligible Location.
- 6.2. Each Overall 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.
- 6.3. The Overall Winner at each Eligible Location will be determined based on the highest number of classes attended at any GROUNDUP during the Movement Challenge Period. Class attendance across multiple Eligible Locations will be counted cumulatively; however, the Overall Prize may only be awarded at the participant's nominated Home Studio.
- 6.4. In addition to clause 6.3 participants will be assessed based on their written response to the Movement Challenge Form response.
- 6.5. The best response will be determined by the Promoter in its sole discretion, based on the following criteria: authenticity, personal reflection, alignment with the spirit of the Challenge, and inspirational merit. Responses may be reviewed by a panel of GROUNDUP representatives for this purpose.

- 6.6. The Promoter reserves the right to request verification of class attendance or other eligibility criteria before awarding any prize.
- 6.7. All decisions made by the Promoter in relation to the selection of Overall Winners are final and binding. No correspondence will be entered into.

7. WEEKLY PRIZES

- 7.1. The Movement Challenge includes a weekly prize component, with prizes awarded to Eligible Members in accordance with the criteria outlined in clause 7.6 and clause 7.7 during defined weekly periods throughout the Challenge.
- 7.2. One (1) weekly prize will be awarded at each Eligible Location during each week of the Challenge Period. The weekly prize periods are as follows:
 - a) Week 1: 1 August 2025 to 10 August 2025
 - b) Week 2: 11 August 2025 to 17 August 2025
 - c) Week 3: 18 August 2025 to 24 August 2025
 - d) Week 4: 25 August 2025 to 31 August 2025
- 7.3. At the time of publication, the weekly prizes may include the selection of products and/or vouchers as outlined in clause 7.5. All prizes are subject to availability and may be substituted at the sole discretion of the Promoter.
- 7.4. Prizes are not transferable, exchangeable, or redeemable for cash, and Eligible Members are not entitled to request or select a specific prize. All decisions regarding prize allocation are final and binding, and no correspondence will be entered into.
- 7.5. Weekly prizes will be drawn from a prize pool allocated to each Eligible Location. The prize pool for each studio may include a variety of items such as wellness products, service vouchers, fitness accessories, studio merchandise, or other goods and experiences provided by local businesses and GroundUp partners.
- 7.6. All prize items are subject to availability and may be substituted or varied at the discretion of the Promoter without notice. The Promoter makes no guarantee that the number, type, or value of prizes will be equivalent across locations or weeks.
- 7.7. A full list of confirmed prize items and contributors may be published separately by the Promoter in promotional materials or made available upon request once finalised.
- 7.8. The Movement Challenge weekly prize at each Eligible Location will be awarded to one Eligible Member per week, selected in accordance with the following Judging Criteria:

- a) To be eligible for a weekly prize during the Movement Challenge, Eligible Members must complete at least one (1) horizontal, vertical, or diagonal row on the official GROUNDUP Bingo card (as provided by the Promoter) within the corresponding weekly prize period outlined in Clause 7.2. Each completed row must include five (5) different challenge tiles, with activities verified via instructor observation, member check-ins, or other means determined by the Promoter.
- b) Where more Eligible Members complete a qualifying Bingo row than there are prizes available at an Eligible Location, the Promoter will award the weekly prize to the participant(s) who have completed the greatest number of individual tiles on their Bingo card as of the end of that weekly prize period.
- c) In the event of a tie in both row completion and tile count, a skill-based tiebreaker will apply. The tied participants will be asked to respond to a trivia question related to the GROUNDUP brand or its history, to be administered at the relevant studio. Participants must write their answer on a post-it note provided by the instructor, and the participant whose response is closest to the correct answer, as determined by the Promoter, will be awarded the prize.

7.9. The Promoter retains full discretion in determining the accuracy of submissions, verifying tile completion, and selecting the winner based on the above criteria. All decisions made by the Promoter are final and binding.

8. MULTI-LOCATION ATTENDANCE

- 8.1. Eligible Individuals may attend classes at any participating GROUNDUP during the Challenge Period, and all eligible class attendances will be counted cumulatively, regardless of the location at which the class was completed. Attendance across multiple locations will contribute toward overall Challenge participation, including eligibility for weekly prizes.
- 8.2. Eligible Individuals may be awarded weekly prizes at more than one location, provided they meet the Judging Criteria at each location. However, each Eligible Individual will only be eligible to win the Overall Prize at their nominated Home Studio.
- 8.3. All decisions regarding Home Studio designation and prize eligibility are final and at the sole discretion of the Promoter.

9. NOTIFICATION OF WINNERS

- 9.1. 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.
- 9.2. The Promoter will take reasonable steps to notify the Weekly Winners and Overall Winners within four (4) weeks of making a determination.
- 9.3. It is the responsibility of participants to ensure their contact details remain accurate and up to date.

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

10. PRIZE CLAIM AND COLLECTION

- 10.1. Each 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 may result in forfeiture.
- 10.2. Collection or receipt of any prize is the sole responsibility of the winner. The Promoter will not be liable for any costs, delays, or issues incurred in relation to the delivery or collection of the prize, including those arising from incorrect contact details or circumstances beyond its control.
- 10.3. The Promoter will endeavour to deliver all prizes within four (4) weeks following the conclusion of the Movement Challenge; however, additional time may be required depending on fulfilment logistics and item availability.
- 10.4. Prizes are not transferable, assignable, or exchangeable and are not redeemable for cash or alternative services, except where required by law.
- 10.5. 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 Movement Challenge results, without further notice or compensation.
- 10.6. 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 Movement Challenge or the receipt or use of any prize or Challenge inclusion.

11. RELEASE AND INDEMNITY

- 11.1. By participating in the Movement Challenge, 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 Movement Challenge;
 - b) Your use of GROUNDUP facilities or equipment; or
 - c) Any activity conducted or facilitated in connection with the Movement Challenge.
- 11.2. In the event that you sustain any injury or illness during the Movement Challenge, you must immediately cease participation and notify GROUNDUP staff in accordance with your membership terms and conditions.

- 11.3. All information, guidance, or advice provided throughout the Movement Challenge, whether delivered by the Promoter staff, third-party contractors, or associated Movement Challenge 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.
- 11.4. All advice provided during the Movement Challenge are 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 Movement Challenge.
- 11.5. 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 Movement Challenge.

12. WARRANTIES AND CONSUMER GUARANTEES

- 12.1. 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 Movement Challenge, including but not limited to merchantability or fitness for purpose.
- 12.2. 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.
- 12.3. 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.

13. PRIVACY

- 13.1. By registering for the Movement Challenge, participants consent to the Promoter collecting, using, and disclosing their personal information for the purposes of administering the Movement Challenge and for related promotional and marketing purposes.
- 13.2. You acknowledge and agree that all personal information collected, used, and retained by the Promoter in connection with the Movement Challenge 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.

14. REFUNDS

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

14.2. 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 Movement Challenge and, as a result, is unable to continue participating. Any such consideration is made on a case-by-case basis and is not guaranteed.

14.3. The following circumstances do not constitute valid grounds for a refund, credit, compensation, or dispute regarding the results of the GROUNDUP Movement Challenge:

- a) Failure to access or utilise any component of the Movement Challenge, 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 Movement Challenge 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 Movement Challenge, 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 Movement Challenge due to participation limitations caused by the above or similar factors.

14.4. Participants acknowledge that the Movement Challenge 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.

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

15. DISPUTES

15.1. Any disputes or complaints arising out of or in connection with the Movement Challenge must be submitted in writing to info@viva leisure.com.au within twenty-eight (28) days of the dispute arising or becoming known to the participant.

15.2. 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.

15.3. 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.

16. GENERAL

16.1. 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.

16.2. 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.

16.3. 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.

16.4. 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.