

VIRGIN ACTIVE AUSTRALIA

SHARE YOUR FAVOURITE Ü HEALTH MENU ITEM

TERMS & CONDITIONS



The promoter of this promotion is Virgin Active Australia Pty Limited of Level 2, 197 Pitt St, Sydney NSW 2000 ("Virgin Active" or "we").

1. Eligibility

- 1.1 To enter this competition, you must meet the following criteria (an "Eligible Entrant"):
 - a. be aged 18 or over;
 - b. be resident in Australia;
 - c. have an Instagram account that is public, or otherwise configured so that Virgin Active can view and repost your entry, throughout the Promotion Period and until the Winners are selected; and
 - d. comply with the Instagram terms of use and these terms and conditions.
- 1.2 This competition is not available to employees of Virgin Active or Ü Health, their immediate family members, agents, or any third party directly associated with the administration of the competition.

2. Promotion Period

- 2.1 This promotion will start at 00:01 AEST on 9 September 2026 and close at 23:59 AEST on 20 September 2026 (the "Promotion Period").
- 2.2 Entries must be posted during the Promotion Period. Virgin Active may complete the reposting and scoring of a qualifying Instagram Story after the end of the Promotion Period where reasonably necessary to allow the repost to remain live for its normal 24-hour period. Winners will be selected as soon as reasonably practicable after all qualifying entries have been scored.

3. How to enter and scoring

- 3.1 To enter, an Eligible Entrant must share their favourite Ü Health menu item on Instagram during the Promotion Period and tag both @virginactiveaustralia and @nuhealthfood in the relevant content.
- 3.2 A qualifying Instagram Story that tags both accounts and is reposted by @virginactiveaustralia will receive 1 point. Virgin Active intends to repost valid Story entries as soon as reasonably practicable.
- 3.3 A qualifying Reel published to the entrant's Instagram feed during the Promotion Period that shares their favourite Ü Health menu item and tags both @virginactiveaustralia and @nuhealthfood will receive 10 points. Likes or other engagement on a qualifying Reel do not generate additional points.
- 3.4 For each qualifying Story or Reel reposted by @virginactiveaustralia, the entrant will receive 1 additional point for each like received by Virgin Active's repost during the period that the repost is live. Likes, reactions or other engagement received on the entrant's original Story or Reel will not count towards the entrant's score.
- 3.5 Entrants may submit more than one qualifying Story and/or Reel during the Promotion Period. Points from all qualifying entries submitted by the same Instagram account will be added together to determine that entrant's total score.
- 3.6 Only engagement recorded by Virgin Active on its own reposts will be counted. Views, replies, shares and other forms of engagement are not points unless expressly stated above.
- 3.7 Entrants must not purchase, automate, artificially generate or otherwise manipulate likes or engagement. Virgin Active may disregard engagement that it reasonably believes is fraudulent,

automated, purchased or otherwise manipulated, and may disqualify an entrant where appropriate.

- 3.8 Entries must be the entrant's own content and must not infringe the intellectual property, privacy or other rights of any third party. If another person appears in an entry, the entrant must have that person's permission to post the content and allow Virgin Active to repost it.
- 3.9 Virgin Active is not responsible for entries, tags, reposts or engagement that cannot be viewed or recorded because of privacy settings, deletion, technical failure, platform outage or other circumstances outside Virgin Active's reasonable control.

4. Prize

- 4.1 There are 10 prizes available, each comprising one \$50 Ü Health voucher (each, a "Prize"). The total prize pool is \$500.
- 4.2 Each Prize is subject to any terms, conditions and expiry date stated on or supplied with the voucher.
- 4.3 Winners will be responsible for any costs or expenses involved in claiming or using the Prize other than those expressly stated above as being included as part of the Prize.
- 4.4 The Prize is non-exchangeable, non-transferable and no cash alternative is offered.

5. Selection of the Winners

- 5.1 This is a game of skill. Chance plays no part in determining the Winners. The 10 Eligible Entrants with the highest total scores calculated in accordance with section 3 will each receive a Prize (each, a "Winner").
- 5.2 Scores will be determined by reference to Virgin Active's records of qualifying entries and engagement. Virgin Active may request reasonable evidence from an entrant to verify an entry or score.
- 5.3 If two or more entrants are tied for a winning position, the tied entries will be judged by a Virgin Active panel against the following criteria: (a) originality and creativity of the content (40%); (b) relevance to, and clarity in communicating, the entrant's favourite Ü Health menu item (40%); and (c) overall quality and effort (20%). The entrant(s) with the highest score against those criteria will rank higher for the relevant winning position. No random draw will be used to resolve a tie.
- 5.4 The decision of Virgin Active regarding eligibility, scoring and any tie-break is final and binding, subject to applicable law.

6. Contacting the Winners

- 6.1 Virgin Active will notify each Winner as soon as reasonably practicable after winner selection by direct message from @virginactiveaustralia to the Instagram account used to enter. A Winner must respond within two days of the notification and provide any reasonable details required to receive the Prize. If a Winner does not respond within that period, the Prize may be forfeited and offered to the next highest-scoring eligible entrant, applying the tie-break process in section 5.3 where required.

7. Receiving the Prize

- 7.1 Virgin Active will provide each Winner with reasonable instructions for receiving or redeeming their Prize after the Winner has responded to the winner notification.

8. Publicity and use of personal information

- 8.1 By entering, each entrant grants Virgin Active a non-exclusive, royalty-free licence to repost and display their qualifying entry, Instagram handle and associated content on Virgin Active's

social media channels for the purposes of administering, scoring and promoting this competition.

- 8.2 Personal information supplied in connection with this competition will be processed in accordance with Virgin Active's privacy notice at <https://www.virginactive.com.au/legal-stuff> and used for the administration of the competition, winner verification, prize fulfilment and related publicity.
- 8.3 If you win a Prize, you agree to Virgin Active announcing your Instagram handle and/or name in connection with the competition and using your winning content for reasonable competition-related publicity.

9. General

- 9.1 To the extent permitted by law, Virgin Active, its agents and distributors will not be responsible or liable for any loss, damage, personal injury or death arising from participation in the competition or taking up a Prize, except to the extent caused by Virgin Active's negligence or where liability cannot lawfully be excluded. Your statutory rights are not affected.
- 9.2 By entering this competition you are deemed to have accepted and agreed to be bound by these terms and conditions. Virgin Active reserves the right to refuse entry, disregard points or refuse to award a Prize to anyone who breaches these terms and conditions or who acts fraudulently or unfairly in connection with the competition.
- 9.3 Virgin Active reserves the right to hold void, cancel, suspend or amend the promotion where it becomes necessary to do so, acting reasonably and having regard to the fairness of the competition.
- 9.4 This competition is in no way sponsored, endorsed, administered by or associated with Instagram or Meta. By entering, entrants release Instagram and Meta from any responsibility for the competition to the extent permitted by law.
- 9.5 This competition will be governed by the laws of New South Wales, Australia and entrants submit to the jurisdiction of the courts of New South Wales, Australia.