



## Telephone Purchase

### Engagement

1.(a) Thank you for accepting our offer to present the seminar service 'Virtual Date with Destiny 2020' to you, scheduled to take place on the 4-9<sup>th</sup> December 2020 (Eastern Standard Time EST, USA). By placing an Order, you acknowledge that you have read these Terms and Conditions and agree that the placement of an Order, together with these Terms and Conditions, forms a contract between you and Success Resources Australia Pty Ltd and that you agree to our privacy policy - <https://success-resources.com.au/privacy-policy.html>

(b) In these terms and conditions, the following term seminar service(s) will cover all or any of the following and will apply to this order:

- (i) Access to the Virtual Date with Destiny 2020 - 4-9<sup>th</sup> December 2020 (EST, USA)
- (ii) Tickets to live seminars and/or online digital seminars
- (iii) Ongoing Mentoring or coaching
- (iv) Tangible products
- (v) Online or virtual resources

### Time and Place

2. Your payment of the Investment to Success Resources Australia Pty Ltd entitles you to:

(a) Attend the seminar services 'Virtual Date with Destiny 2020' to take place on the 4-9<sup>th</sup> December 2020 (EST,USA); and

(b) To receive a copy of the Materials and any complimentary tickets or bonuses included in your purchase as stated on the website and your confirmation of purchase email.

(c) If circumstances require, we may change the Speakers, the hours and/or the dates of the seminar services for any reason by notifying you in writing of the change and detailing substitute speakers,

seminar hours and/or dates. Any change will not in any way change the content of the seminar service and:

- (i) Success Resources Australia Pty Ltd shall have no liability to you; and
- (ii) You shall make no claim against us (including for a refund), in respect of the same.

### **Investment and Payment**

3. You must pay to Success Resources Australia Pty Ltd in consideration of the seminar services 'Virtual Date with Destiny 2020' the Investment Sum in one lump sum on the placing of the Order by you without a set off, deduction or counterclaim; Please note:

(a) All online sales will incur a Payment Processing fee of 1.85%. The payment processing fee factors in a variety of costs, including expenses associated with providing a secure payment gateway, Payment Card Industry compliance, hosting, fraud, pre-payment risk mitigation, and the costs associated with processing credit and debit card payments. The payment processing fee is calculated as a percentage rate of the total order.

(b) All online sales will incur a handling fee of \$3.30 (includes GST) to cover costs associated with taking, processing and fulfilling your ticket booking and the costs associated with the technology we use to provide you with our services. The fee is charged per transaction, not per item purchased.

(c) If you have used Pay Right to pay for your ticket, your agreement for this amount is with Pay Right and does not involve Success Resources Australia Pty Ltd. Full terms and conditions of your agreement with Pay Right can be found at <https://www.payright.com.au/terms-of-use/>.

4. All pricing is in Australian Dollars and includes local taxes

5. Payments made under this agreement must be made by the means specified in the Order.

6. If Payment is not made in its entirety prior to the Virtual Date with Destiny 2020 start date, Success Resources Australia Pty Ltd reserves the right to refuse access to seminar services and cancel your order.

### **Cancellation Rights**

7. If you advise Success Resources Australia Pty Ltd in writing via email to [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au) within 3 working days of placing the order that you do not wish to receive the seminar services then this agreement will be terminated. Provided you have not yet accessed (portion or all of) the seminar service, Success Resources Australia Pty Ltd will refund you all monies you have paid as part of the agreement less any handling and booking fees within 30 working days of receiving your email.

Success Resources Australia Pty Ltd does not accept 3<sup>rd</sup> party cancellations, cancellations to alternative email address or any other cancellation method other than stated above. If seminar services have been accessed or not in original condition, Success Resources Australia Pty Ltd reserves the right to not refund any monies paid.

#### **Attendee Details for the 'Virtual Date with Destiny 2020'**

8. (a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 7 days prior to the Virtual Date with Destiny 2020 start date.

Name

Contact Number

Email

Postal Address

(b) It is the responsibility of the buyer to provide Success Resources Australia Pty Ltd with all attendee's details as set out in term 8(a) at least 7 days prior to the Virtual Date with Destiny 2020 start date. If details are provided within 7 days of the Virtual Date with Destiny 2020 start date it could result in access to the seminar service Virtual Date with Destiny 2020 being delayed. Once the attendee's details have been provided, they will not be able to be updated.

(c) Each attendee must provide a unique email and contact number to attend the Virtual Date with Destiny 2020. Attendee details can be updated through the link sent in your confirmation of purchase email or by sending an email to [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au) with this information. It is the responsibility of the buyer to provide each attendee

(d) In order to access the seminar service 'Virtual Date with Destiny 2020' you must register all attendees using the link provided at the time of your purchase and in accordance with term 8(a). If you fail to register at least 3 days prior to the Virtual Date with Destiny 2020 start date you will not be able to access the 'Virtual Date with Destiny 2020'

#### **Transferring Virtual Date with Destiny Within 2020**

10. (a) If you are unable to attend Virtual Date with Destiny 2020 you will be unable to transfer the ticket to an alternative Virtual Date with Destiny Service or any other product or service offered by Success Resources Australia Pty Ltd

#### **Event Cancellations / Postponements**

11. Success Resources Australia Pty Ltd may cancel / reschedule / postpone the Seminar Services for any reason. If a Seminar Service is cancelled or postponed in full or in part, Success Resources Australia Pty Ltd will use its reasonable endeavours to notify you of the cancellation or postponement using the details you provided at the time of booking.

If a Seminar Service is cancelled, Success Resources Australia Pty Ltd will refund you the Investment you have actually paid to us minus any reasonable administration costs (as determined by Success Resources Australia Pty Ltd) within 30 days of giving you notice of cancellation.

If a Seminar Service is rescheduled or postponed, Success Resources Australia Pty Ltd will, where possible, use its reasonable endeavours to offer you tickets to the rescheduled Seminar Service equivalent to the value of the investment actually paid to Success Resources Australia Pty Ltd. Any elements of the Seminar Service that have been provided to you are non-refundable. Seminar services which are rescheduled or postponed are not eligible for a refund and Success Resources Australia Pty Ltd shall have no further liability to you in respect of the cancellation, rescheduling or postponement of the Seminar Service.

## **Disclosures**

12. You acknowledge:

(a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform the Seminar Services ('Relevant Persons') is an investment advisor or licensed by ASIC or any other governmental authority to provide investment advice;

(b) that the Relevant Persons do not purport to provide investment advice or operate an investment advice business (as defined in the corporations Act 2001); and

(c) we may pay commissions to third parties arising from your entering into this agreement.

## **Ticket Sale and Resale**

13. (a) The re-advertisement of the seminar service 'Virtual Date with Destiny 2020' for purposes of resale is strictly forbidden.

(b) If the seminar service 'Virtual Date with Destiny 2020' is found to be offered or advertised for resale then your right to access the seminar service may be cancelled without a refund and the bearer of the ticket will not be provided with any of the seminar service.

(c) If your seminar service 'Virtual Date with Destiny 2020' is found to be offered or advertised for resale, then you will forego your right to alter the name on the ticket, should this be applicable to the seminar service.

(d) Only Virtual Date with Destiny 2020 orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed admittance to Virtual Date with Destiny 2020 to be held on the 4-9<sup>th</sup> December 2020 (EST,USA); Scalping warning: The resale of a seminar service or event ticket in certain circumstances is governed by ticket sales legislation and may attract criminal penalties.

## **Force Majeure**

14. If the Seminar Services as contemplated by this Agreement are prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, flood, pandemic or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of both parties, then the promoter may at its option either postpone the Seminar Services from the original Seminar Services date or cancel and refund as per term 11.

## **General**

15. All notices or other communications must be made to [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au).

16. The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it; or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

17. Should any provision of this agreement be held by a Court of competent jurisdiction to be unlawful, invalid, and unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

18. These Terms shall in respects be governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises under these Terms.

19. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.

20. The seminar services 'Virtual Date with Destiny 2020' is for a mature audience. Children under the age of 16 are not permitted to attend.

21. All event content is in English, should you require translation, please email [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au) for costs and translation options. Any translation fee paid is excluded from the money back guarantee and is non refundable.

22. All speakers advertised will appear at different times and not the full duration of the seminar service.

23. One invoice is generated per order and communication is solely with the buyer of the seminar service until guest attendee details are provided.

24. The seminar services 'Virtual Date with Destiny 2020' is a live online event and no recording of the event will be available. An internet connection is required to participate.

25. Recording of the event is prohibited and could result in your access being ceased. No refund will be provided.

26. Attendees will be sent a link to register and attend the seminar services 'Virtual Date with Destiny 2020' to the nominated email address provided approximately 14 days prior to the Virtual Date with Destiny 2020 start date. Once this link has been sent to the buyer and or attendee(s) Success Resources Australia Pty Ltd has fulfilled its obligation of providing you with the service.

### **Non-Disclosure Agreement**

27. You hereby acknowledges that you will be trained in material considered "trade secret" and confidential in nature. You agree to not disclose any techniques nor comments about the seminar service of any kind to others, via forum, message boards, private emails, blogs or other venue. If in breach of this agreement, you do disclose any information about the seminar services then you will be in breach of contract and subject to civil litigation and liable for damages. You agree to not create, nor partner nor associate with any person, any kind of product related to Success Resources Australia Pty Ltd, including but not limited to e-books, special reports, audio or video files, public postings of content, or any other derived materials. You may not record any portion of the seminar service.

28. You agree to indemnify and hold harmless Success Resources Australia Pty Ltd against all loss or damage that client may suffer as a result by Success Resources Australia Pty Ltd and its speakers and associates and any of its affiliates and representatives from any breach of these Terms and any other cause or alleged cause of any kind. Success Resources Australia Pty Ltd reserves the right to alter terms and conditions with prior notice.

### **100% MONEY BACK GUARANTEE**

29.(a) To qualify for the money back guarantee, you must register and attend the Virtual Date with Destiny 2020.

(b) The money back guarantee is available to attendees of Virtual Date with Destiny 2020 between the 4<sup>th</sup> and 6<sup>th</sup> December 2020 (Standard Eastern Time , USA ). Requests made outside of these times stated will not be provided with a money back guarantee

(c) To activate the money-back guarantee, the attendee must request speak to a Tony Robbins lead trainer through the provided customer service link and complete the required online form . If after this conversation the attendee still wishes to activate the money-back guarantee then they must immediately exit the Virtual Date with Destiny 2020 and return all other inclusions of the seminar service. If this process is not adhered to then no money-back guarantee will be provided.

(d) If you do qualify for the money back guarantee a refund will be equivalent to the monies received from the purchaser for the seminar, minus any handling, processing and booking fees. The remaining

balance will be paid to the buyer within 30 working days from the conclusion of 'Virtual Date with Destiny 2020.

(e) If you have made your payment using our partner Pay Right, the refund to you will be the equivalent of the funds received by Success Resources Australia PTY LTD from Pay Right minus any fees Pay Right have charged Success Resources Australia PTY LTD. Once the fees have been deducted, the remaining balance will be made to the purchaser within 30 working days from the conclusion of Virtual Date with Destiny 2020

30. If you qualify for and are to receive a money back guarantee, any complimentary tickets and bonuses not yet issued as a part of your Virtual Date with Destiny 2020 program become null and void.