



## **UNLEASH THE POWER WITHIN 2021 – ONLINE PURCHASE TERMS AND CONDITIONS**

### **Engagement**

1. (a) Thank you for accepting our offer to present Unleash the Power Within 2021 to you, scheduled to take place on the 17-20<sup>th</sup> September 2021. 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) can be provided to the purchaser as one, all or some of the below:

- (i) Access to the Unleash the Power Within 2021 - 17-20<sup>th</sup> September 2021 (AEST)
- (ii) Ticket(s) to live seminar 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 'Unleash the Power Within 2021 to take place on the 17-20<sup>th</sup> September 2021 (AEST); 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 Unleash the Power Within 2021 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 Unleash the Power Within 2021 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 'Unleash the Power Within 2021' 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 Unleash the Power Within 2021 start date, Success Resources Australia Pty Ltd reserves the right to refuse access to seminar services and cancel your order.

### **Cancellation Rights**

7. Note that there is no cooling-off period after placing an Order. If, at any time or for whatever reason, you decide you do not wish to receive the seminar service 'Unleash the Power Within 2021', you will not be eligible for a refund of any monies you have paid to us under this agreement.

### **Individual Ticket Purchases**

8.(a) If you purchase an individual ticket, you will have 90 days from the point of purchase to provide Success Resources Australia Pty Ltd with the attendee details, if they alter from the purchaser. The details required are as per term 12. Once 90 days has elapsed Success Resources Australia Pty Ltd do not allow for the name on the ticket to be altered.

(b) If you purchase an individual ticket, within 30 days of Unleash the Power Within 2021 you will have 7 days from the point of purchase to provide Success Resources Australia Pty Ltd with the attendee details, if they alter from the purchaser. The details required are as per term 12. Once 7 days has elapsed Success Resources Australia Pty Ltd does not allow for the name on the ticket to be altered.

(c) Individual ticket purchases made within 7 days of Unleash the Power Within 2021 will remain in the name of the purchaser. Success Resources Australia Pty Ltd do not allow for the name on the ticket to be altered.

#### **Multiple or Group Ticket Purchases:**

9.(a) If you have purchased more than one ticket then your guest details must be supplied to Success Resources Australia Pty Ltd as per term 12 at least 60 days prior to Unleash the Power Within 2021 starting. If you wish to change the name on the ticket(s) within 60 days of Unleash the Power Within 2021 then a \$195 administration fee will apply. Names on tickets are only able to be altered once and cannot be altered within 30 days of the event.

(b) If you purchase more than one ticket within 60 days of Unleash the Power Within 2021 starting then you will have 30 days from the date of purchase to provide your additional guest details. If you wish to change the name on the ticket after 30 days has elapsed a \$195 administration fee will apply. Names on tickets are only able to be altered once and cannot be altered within 30 days of Unleash the Power Within 2021 starting

(c) If you purchase more than one ticket within 30 days of Unleash the Power Within 2021 starting then you will have 7 days from the date of purchase to provide your additional guest details. Names on tickets are only able to be altered once and cannot be altered once the 7 days from date of purchase has elapsed.

(d) If you purchase more than one ticket within 7 days of Unleash the Power Within 2021 starting then, all additional guest details must be provided at the time of purchase. Changes after this timeframe will not be permissible.

#### **Complimentary/Bonus tickets**

10. Complimentary and Bonus tickets to Unleash the Power Within 2021, including transferred tickets and those issued as bonuses as part of your purchase, may not be transferred to a later event and are to remain in the name of the purchaser. Complimentary tickets are exempt from the money back guarantee.

#### **Transferring tickets**

11. In the event you are unable to attend Unleash the Power Within 2021:

(a) you can transfer your Unleash the Power Within 2021 service to the next edition of Unleash the Power Within if and when held in Australia by submitting in writing your non-attendance to [tickets@unleashthepowerwithin.com.au](mailto:tickets@unleashthepowerwithin.com.au) at least 30 days before Unleash the Power Within 2021 starting at no additional expense. You will only be able to transfer the Unleash the Power Within 2021 ticket once and will be issued a complimentary ticket to the next Unleash the Power Within seminar if and when held in Australia.

(b) If you need to transfer Unleash the Power Within 2021 inside 30 days of Unleash the Power Within 2021 starting, an administration fee of \$195 will apply to keep Unleash the Power Within 2021 active for the next edition of Unleash the Power Within, if and when held in Australia. You will only be able to transfer the Unleash the Power Within 2021 ticket once and will be issued a complimentary ticket to the next Unleash the Power Within seminar if and when held in Australia. Payment must be made prior at least 72 hours prior to Unleash the Power Within 2021 starting.

### **Names on tickets**

12. (a) Success Resources Australia Pty Ltd must have the below details of all ticket holders / attendees prior to Unleash the Power Within 2021 starting. This is a requirement of all attendees due to the nature of Unleash the Power Within 2021.

Name

Contact Number

Email

Postal Address

(b) Each email and contact number must be unique to each attendee. Please use the link on your confirmation of purchase or email [tickets@unleashthepowerwithin.com.au](mailto:tickets@unleashthepowerwithin.com.au) with this information.

(c) Photo Identification is required to gain entry; the name on your ticket must match photo identification.

(d) Names will not be altered on tickets within 7 days of the event starting

(e) Tickets will be emailed out approximately 2 weeks prior to Unleash the Power Within 2021 starting, to the email address provided. If your email address alters, it is the responsibility of the purchaser to update Success Resources Australia Pty Ltd.

### **Event Cancellations / Postponements**

13. 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**

14. 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.

(d) To gain entry to Unleash the Power Within 2021 photo Identification will need to be presented at registration and attendee will need to pass through a security check point.

## **Ticket Sale and Resale**

15.

(a) The re-advertisement of the Unleash the Power Within 2021 for purposes of resale is strictly forbidden.

(b) If the seminar service Unleash the Power Within 2021 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 the seminar service Unleash the Power Within 2021 is found to be offered or advertised for resale, then the attendee details will not be able to be altered from the original buyer.

(d) Only Unleash the Power Within 2021 orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed admittance to Unleash the Power Within 2021 to be held on the

17-20<sup>th</sup> September 2021 (AEST). 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**

16. If the Seminar Service Unleash the Power Within 2021 as contemplated by this Agreement are prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, flood, pandemic, Government legislation or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of both parties, then Success Resources Australia PTY LTD may at its option either postpone the Seminar Services Unleash the Power Within 2021 from the original date, alter the delivery of the seminar service Unleash the Power Within 2021 or cancel and refund as per term 13.

### **General**

17. All notices or other communications must be made to [tickets@unleashthepowerwithin.com.au](mailto:tickets@unleashthepowerwithin.com.au).

18. 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.

19. 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.

20. 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.

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

22. Unleash the Power Within 2021 is for a mature audience. Children under the age of 10 are not permitted to attend.

23. Children over the age of 10 are permitted to attend on the provision that they have purchased a ticket to Unleash the Power Within 2021 and are accompanied by an adult at all times.

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

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

26. One invoice is generated per order and communication is solely with the buyer of the seminar service Unleash the Power Within 2021 until guest details are provided.

### **Non-Disclosure Agreement**

27. Client hereby acknowledges that they will be trained in material considered “trade secret” and confidential in nature. Client agrees 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 Client does disclose any information about the seminar services then they admit to damages and breach of contract and will be subject to civil litigation and damages. Client agrees 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. Client shall not record any portion of the seminar service.

28. Client agrees 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 Unleash the Power Within 2021.

(b) The money back guarantee is available to attendees between 16.00 and 20.00 (Australian Standard Eastern Time) on the 17<sup>th</sup> September 2021 of Unleash the Power Within 2021. 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 speak to a Tony Robbins trainer first. If after this conversation the attendee still wishes to activate the money-back guarantee then they must hand in their ticket, workbook and have their wristband cut off by a member of the Success Resources Australia PTY LTD team. If this process is not adhered to then no money-back guarantee will be provided.

(d) The refund will be equivalent to the monies received from the purchaser for the seminar, minus any handling and booking fees. If your ticket is part A full and complete refund of the investment will be made to the purchaser within 30 working days from the conclusion of Unleash the Power Within 2021.

(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 Unleash the Power Within 2021

30. For multiple or Group ticket purchases, each ticket holder must activate the money back guarantee by following term 29. The money back guarantee cannot be activated by anyone other than the name on the ticket.

31. 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 Unleash the Power Within 2021 program become null and void.

32. If you qualify for and are to receive a money back guarantee, the value of any complimentary or bonus tickets already used will be deducted from the total amount of money to be returned to you.