

# Business Mastery Terms and Conditions

## Telephone Sales

### Engagement

1. Thank you for accepting our offer to present our Business Mastery event to you. 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 services will cover all or any of the following and will apply to this order:

- (i) Ticket to Business Mastery, live seminars, and/or online digital seminars
- (ii) Ongoing Mentoring or coaching
- (iii) Tangible products
- (iv) Online or virtual resources

### Time and Place

2. Your payment of the Investment to us entitles you to:

- (a) Attend the Location during the live Seminar Hours to receive the Seminar Services; and
- (b) To receive a copy of the Materials.

3. Success Resources Australia Pty Ltd may change the Speakers, the Hours, the Dates and/or the Location of the Seminar Services for any reason by notifying you in writing of the change and detailing substitute Speakers, Seminar Hours, Dates and/or Location, this will not in any way change the content of the seminar service and:

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

### Investment and Payment

4. You must pay to Success Resources Australia Pty Ltd in consideration of the Seminar Services:

- (a) the Investment Sum in one lump sum on the placing of the Order by you without a set off, deduction or counterclaim; or
- (b) If Success Resources Australia Pty Ltd has agreed that you may pay by Instalment; you must pay each Instalment to us in full and without set off or deduction the Instalment Sum on the Instalment Payment Date.
- (c) If you do not pay Success Resources Australia Pty Ltd the investment sum in full or where a payment by multiple instalments is agreed Success Resources Australia Pty Ltd reserves the right to add an installment payment surcharge to the total investment sum.
- (d) 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/>.

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

6. (a) If Payments are not made by the due dates, Success Resources Australia Pty Ltd reserves the right to refuse entry to the live seminar and cancel your order. No refund or credit will be given.

(b) If seminar services have been used, accessed or available to you Success Resources Australia Pty Ltd reserves the right to place all outstanding and overdue accounts with a debt collection agency.

### Cancellation Rights

7. If you advise Success Resources Australia Pty Ltd in writing via electronic mail to [info.au@srglobal.com](mailto:info.au@srglobal.com) within 3 working days of placing the order that you do not wish to receive the seminar services, then this agreement will be

terminated. Providing the seminar service or materials have not been opened or used and are returned in original condition, Success Resources Australia Pty Ltd will refund you all monies you have paid as part of the agreement minus any handling and booking fees within 30 working days of receiving the electronic mail.

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

### **Individual Ticket Purchases**

8. (a) If you purchase an individual ticket, you will have 30 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 30 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 the live seminar start date 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 the live seminar start date 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 90 days prior to the live seminar start date. If you wish to change the name on the tickets within 90 days of the live seminar start date, 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 90 days of the live seminar start date then you will have 30 days from the point 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 ticket are only able to be altered once and cannot be altered within 30 days of the event.

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

(d) If you purchase more than one ticket within 7 days of the live seminar start date, all additional guest details must be provided at point of purchase. Changes after this timeframe will not be permissible.

### **Complimentary tickets**

10. Complimentary tickets to Business Mastery, 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 Business Mastery:

(a) you can transfer your Business Mastery ticket to the next edition of Business Mastery by submitting in writing your non-attendance to [info.au@srglobal.com](mailto:info.au@srglobal.com) at least 30 days before the live seminar start date at no additional expense.

You will only be able to transfer the Business Mastery ticket once and will be issued a complimentary ticket to the next Business Mastery hosted by Success Resources.

(b) If you need to transfer Business Mastery inside 30 days of the live seminar start date, an administration fee of \$195 will apply to keep Business Mastery active for the next edition of Business Mastery hosted by Success Resources. You will only be able to transfer the Business Mastery ticket once and will be issued a complimentary ticket to the next Business Mastery hosted by Success Resources. Payment must be made prior at least 72 hours prior to Business Mastery starting.

### **Names on tickets**

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

Name

Contact Number

Email

Postal Address

(b) Each email and contact number must be unique to each attendee. Please email [info.au@srglobal.com](mailto:info.au@srglobal.com) with this information.

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

(d) No names will be altered on tickets within 7 days of the event starting

(e) Tickets will be emailed out approximately 2 weeks prior to the live seminar start date, 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 Business Mastery 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 a Business Mastery ticket is forbidden.
- (b) If a Business Mastery ticket is found to be offered or advertised for resale then the seminar service may be cancelled without a refund and the bearer of the ticket will be refused admission.
- (c) If a Business Mastery ticket 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 ticket.
- (d) Only Business Mastery tickets purchased directly through Success Resources Australia Pty Ltd will be guaranteed admittance to Business Mastery. 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 Services as contemplated by this Agreement are prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, flood 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 13.

### **General**

17. All notices or other communications must be made to [info.au@srglobal.com](mailto:info.au@srglobal.com)
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. This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings are superseded.
21. Business Mastery is for a mature audience. Children under the age of 10 are not permitted to attend.
22. Children over the age of 10 are permitted to attend on the provision that they have purchased a ticket to Business Mastery and are accompanied by an adult at all times.

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

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

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

### **Non-Disclosure Agreement**

26. 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.

27. 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**

28. To qualify for the money back guarantee, you must attend first day of Business Mastery in full. If, at the end of day one, you feel you have not received any value, you must hand in your program materials to a nominated representative of Success Resources Australia Pty Ltd.

29. The refund will be equivalent to the monies received from the purchaser for the seminar, minus any handling and booking fees. A full and complete refund of the investment will be made to the purchaser within 30 working days.

30. If you qualify for and are to receive a refund under the terms of the money back guarantee, any complimentary tickets and bonuses not yet issued as a part of your Business Mastery program become null and void.

31. If you qualify for and are to receive a refund under the terms of the money back guarantee the value of any complimentary or bonus tickets already used as part of your Business Mastery program will be deducted from the total amount of money to be returned to you.