

# **BUSINESS MASTERY 2020 TERMS AND CONDITIONS**

## **1. Engagement**

(a) Thank you for accepting our offer to present Business Mastery to you, scheduled to take place on the 18-22<sup>nd</sup> of June 2020. 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) Your purchase will include:

- (i) Access to Business Mastery– Spend 5 days LIVE with Tony Robbins for an immersive, interactive experience where you will fortify your business, realign your psychology & gain the tools, systems & insight needed to achieve next level success & results in any economy
- (ii) 6 x 60-minute coaching mastermind sessions held online
- (iii) 6 online integration & implementation training sessions – 6-part series
- (iv) 5 modules ‘New Economy – New Secrets’ training series
- (v) Time of your life Audio Program
- (vi) GAA Tax assessment from Tony Robbins Accounting partner
- (vii) Access to the Business Mastery Community

(c) Requirements to Attend Business Mastery

- (i) You must register prior to participating in Business Mastery
- (ii) Provide full contact details of all attendees
- (iii) Each attendee must provide a unique email address
- (iv) Access to the internet

## **2. Delivery of Business Mastery:**

- (a) Access to Business Mastery on the 18-22<sup>nd</sup> of June 2020 in Amsterdam Holland.
- (b) Information on Business Mastery will be sent via email prior to the event, with instructions on how to register for Business Mastery.
- (c) It is the responsibility of the purchaser to provide all contact information for each ticket holder and to register and attend Business Mastery.
- (d) Each Business Mastery ticket purchased will event inclusions as per term 1(b).
- (e) The delivery of Business Mastery will not begin until the full balance has been paid to Success Resources Australia Pty Ltd, or whereby an instalment repayment structure has been agreed.
- (f) Business Mastery is a live event, and no recording is provided.

## **3. Payment:**

You agree to pay Success Resources Australia Pty Ltd:

- (a) In full, if no payment plan has been agreed with Success Resources Australia Pty Ltd when placing an order for Business Mastery
- (b) if a payment plan has been agreed with Success Resources Australia Pty LTD, the installment amount in full as per the amount and date agreed when placing an order for Business Mastery.

- (c) Installment due date will take place on the same date initial deposit is made, unless this falls after the 27<sup>th</sup> of the month, whereby the 27<sup>th</sup> will be used as the instalment date
- (d) Until payment has been completed in full, all inclusions of Business Mastery will be withheld.
- (e) Unless otherwise agreed in writing with Success Resources Australia Pty Ltd, if payment of balance has not been completed within 6 months from the date of initial payment, the order of Business Mastery will be closed with no monies returned to the purchaser.
- (f) All pricing is in Australian Dollars and includes local taxes
- (g) If you have used a third-party service to pay for Business Mastery, this is a separate agreement exempt from Success Resources Australia PTY LTD, who will have no liability regarding this agreement.
- (h) Payments made online may be subject to additional a payment processing fee and a handling fee for Business Mastery.

#### **4. Cooling Off Period**

- (a) If you advise Success Resources Australia Pty Ltd in writing via email to info.au@srglobal.com within 3 business days of making a payment (in full or installment) that you do not wish to receive Business Mastery then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Business Mastery, Success Resources Australia Pty Ltd will refund you all monies you have paid as part of this agreement.
- (b) 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.
- (c) For requests made after the 3 business days, no refund will be provided should the service of Business Mastery be available to you.
- (d) Where possible, Success Resources Australia Pty Ltd will offer a credit to the value of the individual ticket purchase or will offer an alternative service of a similar monetary value.

#### **5. Confidential Information, Learning Materials and Intellectual Property**

- (a) All Confidential Information, Learning Materials and Intellectual Property included in Business Mastery, belongs to Success Resources Australia Pty Ltd and Robbins Research International INC.
- (b) You agree and acknowledge that by purchasing Business Mastery not to use the Confidential Information, Learning Materials and Intellectual Property for any other purpose other than your own private business or personal purposes and agree not to in anyway replicate Business Mastery or inclusions of Business Mastery.
- (c) You agree to keep confidential and not to disclose to any third party, any information shared during Business Mastery which could harm Success Resources Australia Pty Ltd, Tony Robbins or Business Mastery.

#### **6. Privacy and your security:**

Success Resources Australia Pty Ltd will collect personal information including but not limited to name, contact details, email address and postal address. This information will only be shared with Robbins Research International INC and used to provide access to Business Mastery and enhance your Business Mastery experience.

#### **7. Attendee Details for the Business Mastery**

- (a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 14 days prior to the Business Mastery start date.

- (i) Name
- (ii) Contact Number
- (iii) Unique Email Address
- (iv) Postal Address

(b) It is the responsibility of the purchaser to provide Success Resources Australia Pty Ltd with all attendee's details as set out in term 7(a) at least 14 days prior to the Business Mastery start date.

(c) No attendee details can be altered within 14 days of Business Mastery starting

(d) Each attendee must have a unique email and contact number to attend the Business Mastery.

(e) Any purchases made within 14 days of Business Mastery starting will need to provide details as per term 7(a) at the time of purchase

(f) Attendee details can be updated through the link sent in your confirmation of purchase email or by sending an email to [info.au@srglobal.com](mailto:info.au@srglobal.com) with this information.

(g) Once the purchaser has updated the guest details to Success Resources Australia Pty Ltd, Success Resources Australia Pty Ltd and Robbins Research International INC will communicate directly with the guest and provide the guest with their inclusions as per term 1(B)

## **8. Complimentary tickets**

(a) Complimentary tickets issued to Business Mastery can be used for Business Mastery only.

(b) Complimentary tickets for Business Mastery tickets have no monetary value and are unable to be exchanged for cash or used as a credit.

(c) Complimentary tickets for Business Mastery are unable to have the name altered once provided to Success Resources Australia Pty Ltd and must provide information as per term 7.

(d) Complimentary tickets are exempt from the money back satisfaction guarantee.

## **9. Bonus tickets**

(a) Bonus ticket(s) to Business Mastery will be provided with inclusions as per term 1(b).

(b) The buyer will be responsible for providing bonus ticket attendee information as per term 7(a).

(c) Bonus tickets are exempt from the money back satisfaction guarantee.

## **10. Transferring Business Mastery**

(a) If you are unable to attend Business Mastery you will be unable to transfer the ticket to an alternative Business Mastery

(b) Where possible, Success Resources Australia Pty Ltd will offer a credit to the value of the individual ticket purchase or will offer an alternative service of a similar monetary value.

## **11. Ticket Sale and Resale**

(a) The re-advertisement of any Business Mastery or any bonus tickets associated with the purchase of Business Mastery for the purposes of resale is strictly forbidden.

(b) If your Business Mastery or any bonus tickets is found to be offered or advertised for resale then your right to access Business Mastery may be cancelled without a refund and the bearer of the ticket will not be provided with any services.

(c) If your Business Mastery or bonus 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 Business Mastery ticket.

(d) Only Business Mastery orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed access to Business Mastery to be held on the 18-22<sup>nd</sup> of June 2020. 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.

## **12. Filming:**

(a) You acknowledge and agree that some of Business Mastery may be recorded and that Success Resources Australia Pty Ltd and Robbins Research International INC shall own any recordings, that can be used at their discretion for promotional or marketing purposes.

(b) Should you not wish to appear in any promotional or marketing materials you must put this in writing via email to [info.au@srglobal.com](mailto:info.au@srglobal.com) for your request to be considered.

(c) You agree not to record any part of Business Mastery. Failure to comply with this directive could lead to your participation in Business Mastery being revoked with no refund or credit being provided.

## **13. No Guarantee of Results:**

(a) Success Resources Australia Pty Ltd takes no responsibility and provides no guarantees for the results achieved using the learning material provided during Business Mastery.

(b) Example results used as examples and are for reference only and in no way guarantee that the same or similar results will be achieved.

(c) Results achieved will be dependent on many factors, including but not limited to, you, the method and speed of execution of any strategy, the market, force majeure, economic conditions, and your existing position when making the purchase

(d) By entering into this agreement, the purchaser accepts that they are responsible for their own result and that of their guests from participating in Business Mastery.

## **14. Disclaimers:**

You acknowledge:

(a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform Business Mastery ('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) Success Resources Australia Pty Ltd may pay commissions to third parties arising from your entering into this agreement.

## **15. Force Majeure**

(a) In the event that Business Mastery has to be re-scheduled, postponed or cancelled as a result of an act of God, Government legislation, an inevitable accident, power cut, fire, blackout, flood, pandemic, death or any other calamity, or if by reason of strikes, or lockouts, or any other events beyond the direct control of either party, Success Resources Australia Pty Ltd reserves the right to postpone and reschedule.

(b) If Business Mastery is to be rescheduled or postponed, you are not entitled to a refund and Success Resources Australia Pty Ltd shall have no further liability to you in respect of the rescheduling or postponement. Success

Resources Australia reserves the right to amend venue or provide you with access to Business Mastery virtually should the date be altered from the 18-22<sup>nd</sup> of June 2020.

(c) If Business Mastery is to be rescheduled or postponed from the 18-22<sup>nd</sup> of June 2020, Success Resources Australia will provide you with access to Business Mastery, within three (5 years) of 22<sup>nd</sup> of June 2020. If the opportunity to attend Business Mastery is not provided within this timeframe, Business Mastery will be listed as cancelled and term 15(d) will be activated.

(d) If Business Mastery is cancelled, Success Resources Australia Pty Ltd, will refund you your investment, minus any fees for services already used as part of Business Mastery. Success Resources Australia Pty Ltd shall have no further liability to you if Business Mastery is cancelled.

## **General**

16. All notices or other communications must be made to [info.au@srglobal.com](mailto:info.au@srglobal.com).

17. 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.

18. 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.

19. 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.

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

21. Business Mastery program contains adult language and themes and is recommended for mature attendees aged 16 years and over. Due to the adult language and themes we do not allow children aged 10 or under to attend. Attendance by children aged 11-16 is only with parent or guardian discretion on the provision that they have a valid ticket and are accompanied by an adult at all times.

22. 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 and is non-refundable.

23. All speakers advertised will appear at different times and not the full duration of Business Mastery.

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

## **25. Money Back Satisfaction Guarantee:**

(a) To qualify for the money back satisfaction guarantee, you must register and attend day one and day two Business Mastery.

(b) The money back guarantee is available to attendees of Business Mastery during the meal break on day 2 of Business Mastery only. Requests made outside of these times stated will not be provided with a money back guarantee

(c) To activate the money-back satisfaction guarantee, the attendee must request to speak to a Tony Robbins trainer through the provided customer service link on the event dashboard for Business Mastery, complete the

required online form. If after this conversation the attendee still wishes to activate the money-back satisfaction guarantee, then they must immediately exit the Business Mastery. If this process is not adhered to then no money-back satisfaction guarantee will be provided.

(d) If you do qualify for the money back satisfaction 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 purchaser of the ticket within 30 working days from the conclusion of Business Mastery.

(e) If you have made your payment using a separate third party to Success Resources Australia, your refund will be processed directly through this provider. Please note that any fees charged by the third party provider will be deducted from the total amount refunded to the purchaser within 30 working days from the conclusion of Business Mastery.

(f) Complimentary and bonus tickets for Business Mastery are exempt from the money back satisfaction guarantee

(g) 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 Business Mastery program become null and void.

(h) If you qualify for and are to receive a money back guarantee, any complimentary tickets and bonuses already issued as a part of your Date with Destiny program will have \$1000 (aud) per ticket deducted from the total amount returned to you.

(i) For multiple or Group ticket purchases for Business Mastery, each ticket holder must activate the money back satisfaction guarantee by following term 25. The money back satisfaction guarantee cannot be activated by anyone other than the name on the ticket. The funds will be returned to the purchaser of the ticket and not the guest attendee.

### **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 Business Mastery 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 Business Mastery

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.

**Presented by:**

**Success Resources Australia Pty Ltd** ABN 12 147 577 866

PO Box 594, Pyrmont LPO



Pymont NSW 2009

T: +61 2 8098 8100 E: [info.au@srglobal.com](mailto:info.au@srglobal.com)