

# Date with Destiny

## Terms and Conditions

### 1. Engagement

(a) Thank you for accepting our offer to present Date with Destiny 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) Your purchase will include:

- (i) Access to Date with Destiny for 6 days
- (ii) Comprehensive 176-page event workbook
- (iii) Daily team exercise with Tony Robbin's top trainers
- (iv) Optional Bonus sessions
- (v) Diamond ticket purchases only will have seating in front section, priority registration & a registration pack

(c) Requirements to Attend Date with Destiny

- (i) You must register prior to participating in Date with Destiny
- (ii) Provide full contact details of all attendees
- (iii) A unique email address per attendee
- (iv) Access to the internet

### 2. Delivery of Date with Destiny:

- (a) Access to Date with Destiny on the 19-24<sup>th</sup> April 2020 on the Gold Coast, Queensland
- (b) Information on Date with Destiny will be sent via email prior to the event, with instructions on how to register for Date with Destiny.
- (c) It is the responsibility of the purchaser to provide all contact information for each ticket holder and to register and attend Date with Destiny.
- (d) Each Date with Destiny ticket purchased will event inclusions as per term 1(b).
- (e) The delivery of Date with Destiny 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) Date with Destiny is a live event and no recording is provided.

### 3. Investment and 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 Date with Destiny.

- (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 Date with Destiny.
- (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 Date with Destiny 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 Date with Destiny 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 Date with Destiny, this is a separate agreement exempt from Success Resources Australia PTY LTD, who will have no liability regarding this agreement.
- (h) Payments made online will be subject to an additional 1.85% payment processing fee and a \$3.30 handling fee for Date with Destiny. The payment processing fee is calculated as a percentage of the total value of Date with Destiny tickets.

#### **4. Cancellation Rights**

- (a) If you advise Success Resources Australia Pty Ltd in writing via email to attendee@datewithdestiny.com.au within 3 business days of making a payment (in full or installment) that you do not wish to receive Date with Destiny then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Date with Destiny, 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 Date with Destiny 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 Date with Destiny, belongs to Success Resources Australia Pty Ltd and Robbins Research International INC.
- (b) You agree and acknowledge that by purchasing Date with Destiny 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 Date with Destiny or inclusions of Date with Destiny.
- (c) You agree to keep confidential and not to disclose to any third party, any information shared during Date with Destiny which could harm Success Resources Australia Pty Ltd, Tony Robbins or Robbins Research International INC.

#### **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 Date with Destiny and enhance your Date with Destiny experience.

## **7. Attendee Details for the Date with Destiny**

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

(c) No attendee details can be altered within 14 days of Date with Destiny starting

(d) Each attendee must have a unique email and contact number to attend the Date with Destiny.

(e) Any purchases made within 14 days of Date with Destiny 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 [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au) with this information.

(g) Once the purchaser has updated the guest details to Success Resources Australia Pty Ltd, Success Resources Australia Pty Ltd 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 Date with Destiny can be used for Date with Destiny scheduled for 19-24<sup>th</sup> April 2020 only.

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

(c) Complimentary tickets for Date with Destiny scheduled for 19-24<sup>th</sup> April 2020 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 Date with Destiny will be provided with inclusions as per term 1(b).

(b) Bonus ticket attendees will need to provide information as per term 7(a).

(C) Only bonus tickets issued as part of the buy one get one free promotion will be eligible for the money back satisfaction guarantee.

#### **10. Transferring Date with Destiny**

(a) If you are unable to attend Date with Destiny you will be able to transfer the ticket to the next edition of Date with Destiny at no additional cost, providing this in put in writing to attendee@datewithdestiny.com.au at least 30 days prior to Date with Destiny start date.

(b) Should you wish to transfer within 30 days of the Date with Destiny start date, you will be subject to a \$195 (aud) transfer fee.

(c) If you do transfer your ticket, you will be issued with a complimentary ticket to the next edition of Date with Destiny if and when hosted by Success Resources Australia.

(d) You are only able to transfer your ticket once

(e) Transferred Date with Destiny tickets are ineligible for the money-back satisfaction guarantee.

(f) Complimentary & bonus tickets are unable to be transferred, with the exception of bonus tickets issued as part of the buy one get one free promotion, which can be transferred once.

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

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

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

(c) If your Date with Destiny 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 Date with Destiny ticket.

(d) Only Date with Destiny orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed access to Date with Destiny to be held on the 19-24<sup>th</sup> April 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 Date with Destiny 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 attendee@datewithdestiny.com.au for your request to be considered.

(c) You agree not to record any part of Date with Destiny. Failure to comply with this directive could lead to your participation in Date with Destiny 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 Date with Destiny.
- (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 Date with Destiny.

### **14. Disclaimers:**

You acknowledge:

- (a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform Date with Destiny ('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 Date with Destiny 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 Date with Destiny 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.
- (c) If Date with Destiny is to be rescheduled or postponed from the 19-24<sup>th</sup> April 2020, Success Resources Australia will provide you with access to Date with Destiny, within five (5 years) of 24<sup>th</sup> of April 2020. If the opportunity to attend Date with Destiny is not provided within this timeframe, Date with Destiny will be listed as cancelled and term 15(d) will be activated.
- (d) If Date with Destiny is cancelled, Success Resources Australia Pty Ltd, will refund you your investment, minus any fees for services already used as part of Date with Destiny. Success Resources Australia Pty Ltd shall have no further liability to you if Date with Destiny is cancelled.

### **General**

- 16. All notices or other communications must be made to [attendee@datewithdestiny.com.au](mailto:attendee@datewithdestiny.com.au).
- 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. Date with Destiny 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 always accompanied by an adult.

22. All event content is in English, should you require translation, please email attendee@datewithdestiny.com.au 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 Date with Destiny

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

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

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

(b) The money back satisfaction guarantee is available to attendees on day 3 of Date with Destiny and must be activated before 23.00 (Australian Standard Eastern Time). Requests made after this time 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 & submit their request. If after this conversation you wish to proceed with the money back guarantee, access to Date with Destiny will be removed & confirmed via email by Success Resources Australia Pty Ltd

(e) For multiple or Group ticket purchases for Date with Destiny, 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

(f) If your Date with Destiny ticket was part of a buy one get one free promotion, or buy one get two free promotion, for the purpose of the money back satisfaction guarantee, each ticket will have the same monetary value should the money back satisfaction guarantee be activated. The formula to work out the cost per ticket will be amount paid divided by number of tickets on the order.

(g) The refund will be equivalent to the monies received from the purchaser for Date with Destiny, minus any handling and booking fees. If you have used a 3<sup>rd</sup> party for payment, please note these fees will be deducted from the amount return. Refunds will be returned to the purchaser within 30 working days from the conclusion of Date with Destiny. No funds will be returned to the guest attendee.

(h) Complimentary and bonus tickets, for Date with Destiny are exempt from the money back satisfaction guarantee, with the exception of bonus tickets issued as part of the buy one get one free promotion, which are not exempt.

(i) 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 Date with Destiny program become null and void.

(j) 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.

### **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 Date with Destiny, 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 Date with Destiny.

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

Pyrmont NSW 2009

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

**SUCCESS  
RESOURCES**  
YOUR LEARNING PARTNERS