

# Date with Destiny Virtual

## Terms and Conditions

### 1. Engagement

(a) Thank you for accepting our offer to present Date with Destiny Virtual on the 4-9<sup>th</sup> of December 2021 (Eastern Standard Time EST). 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 Virtual for 6 days
- (ii) 3 Pre event fast track sessions
- (iii) Access to Private Mastery Facebook Group
- (iv) Event Materials Box with workbook

(c) Requirements to Attend Date with Destiny Virtual

- (i) To register for Date with Destiny Virtual from the 4<sup>th</sup> of December 2021
- (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 Virtual:

(a) Access to Date with Destiny Virtual will be provided via a unique link sent to the email provided at the time of booking.

(b) The unique link is only able to be used on one device at the same time and will be sent approximately 7 days before Date with Destiny Virtual start date

(c) Each Date with Destiny Virtual ticket purchased will receive a unique link and event inclusions as per term 1(b).

(d) It is the responsibility of the purchaser to provide all contact information and to register and attend Date with Destiny Virtual.

(e) The delivery of Date with Destiny Virtual 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 Virtual is a live event and no recording is provided

(g) Purchases made on or after the 1<sup>st</sup> of December 2021, the unique access link will take up to 24 hours to be sent to the nominated email address from time of purchase.

(h) Purchases made after the 27<sup>th</sup> of October 2021 may not receive their event deluxe pack prior to the Date with Destiny Virtual start date.

(i) Any additional bonuses included in your purchase of Date with Destiny Virtual will be provided via email after the conclusion of Date with Destiny Virtual.

### 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 Date with Destiny Virtual
- (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 Virtual
- (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 Virtual 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 Virtual 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 Virtual, 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 additional a payment processing fee and a handling fee for Date with Destiny Virtual

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

- (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 Virtual then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Date with Destiny Virtual 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 Virtual 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 Virtual, belongs to Success Resources Australia Pty Ltd and Robbins Research International INC.
- (b) You agree and acknowledge that by purchasing Date with Destiny Virtual 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 Virtual or inclusions of Date with Destiny Virtual
- (c) You agree to keep confidential and not to disclose to any third party, any information shared during Date with Destiny Virtual 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 Virtual and enhance your Date with Destiny Virtual experience.

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

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

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

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

(e) Any purchases made within 14 days of Date with Destiny Virtual 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 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. Transferring** Date with Destiny Virtual

(a) If you are unable to attend Date with Destiny Virtual you will be unable to transfer the ticket to an alternative Date with Destiny Virtual or any other product or service offered by Success Resources Australia Pty Ltd, unless agreed upon in writing by Success Resources Australia Pty Ltd.

(b) If the transfer of Date with Destiny Virtual is authorised, you will be issued with a complimentary ticket to the new product or service provided.

#### **9. Ticket Sale and Resale**

(a) The re-advertisement of any Date with Destiny Virtual for the purposes of resale is strictly forbidden.

(b) If your Date with Destiny Virtual is found to be offered or advertised for resale then your right to access Date with Destiny Virtual 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 Virtual is found to be offered or advertised for resale, then you will forego your right to alter the name on the ticket.

(d) Only Date with Destiny Virtual orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed a unique login access link to Date with Destiny Virtual to be held on the the 4-9<sup>th</sup> of December 2021 (EST). 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.

#### **10. Filming:**

(a) You acknowledge and agree that some of Date with Destiny Virtual 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 Virtual. Failure to comply with this directive could lead to your participation in Date with Destiny Virtual being revoked with no refund or credit being provided.

### **11. 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 Virtual.
- (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 Virtual.

### **12. 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 Virtual ('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.

### **13. Force Majeure**

- (a) In the event that Date with Destiny Virtual 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 Virtual 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 Virtual is to be rescheduled or postponed from the 4-9<sup>th</sup> of December 2021, Success Resources Australia will provide you with access to Date with Destiny Virtual, within two (2) years of the 4-9<sup>th</sup> of December 2021. If the opportunity to attend Date with Destiny Virtual is not provided within this timeframe, Date with Destiny Virtual will be listed as cancelled and term 13(d) will be activated.
- (d) If Date with Destiny Virtual 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 Virtual Success Resources Australia Pty Ltd shall have no further liability to you if Date with Destiny Virtual is cancelled.

### **General**

- 14. All notices or other communications must be made to attendee@datewithdestiny.com.au.
- 15. 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.
- 16. 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.

17. 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.

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

19. Date with Destiny Virtual 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.

20. 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.

21. All speakers advertised will appear at different times and not the full duration of Date with Destiny Virtual.

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

### **23. 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 Virtual, each ticket holder must activate the money back satisfaction guarantee by following term 23. The money back satisfaction guarantee cannot be activated by anyone other than the name on the ticket

(f) If your Date with Destiny Virtual 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 Virtual, 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 Virtual. No funds will be returned to the guest attendee.

(h) Complimentary and bonus tickets, for Date with Destiny Virtual 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 Virtual 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 Virtual program will have \$1000 (aud) per ticket deducted from the total amount returned to you.

**Non-Disclosure Agreement**

24. 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 Virtual, 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 Virtual.

25. 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.