

# National Achievers Congress

## Terms and Conditions

### Engagement

1 (a) Thank you for accepting our offer to present the National Achievers Congress 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) National Achievers Congress is a private live seminar for people looking to create multiple streams of income and improve their business strategy, hosted by Success Resources Australia Pty Ltd. During the live seminar, as well as being provided with training and other content, attendees will be given the opportunity to purchase further training, seminar services they may find valuable. Attendees are under no obligation to purchase any product at the live seminar and any purchases made are at the attendees' own discretion. For the duration of this private live seminar, held on the 26<sup>th</sup> and 27<sup>th</sup> April 2020, Success Resources Australia Pty Ltd will consider the Melbourne Convention and Exhibition Centre, 1 Convention Centre Place, South Wharf, Victoria, 3006, Australia as their normal place of business

c) Your National Achievers Congress purchase will include:

- (i) Access to National Achievers Congress
- (ii) A National Achievers Congress workbook
- (iii) Digital tool kit delivered after attending the National Achievers Congress
- (iii) Diamond ticket holders only will have access to the diamond lounge which includes lunch being provided on both days
- (iv) Platinum ticket holders only will have access to the diamond lounge which includes lunch being provided on both days and will have a photo with the headline speaker.

### 2. Delivery of National Achievers Congress:

(a) Access to National Achievers Congress seminars can be provided as per the below:

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

(b) Information on National Achievers Congress will be sent via email

(c) It is the responsibility of the purchaser to provide all contact information for each ticket holder and to register and attend the National Achievers Congress

(d) Each National Achievers Congress ticket purchased will receive access as as per term 1(c)

(e) The delivery of National Achievers Congress 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) The National Achievers Congress is live, 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 National Achievers Congress.
- (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 National Achievers Congress.
- (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 National Achievers Congress 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 National Achievers Congress 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 National Achievers Congress, 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 National Achievers Congress. The payment processing fee is calculated as a percentage of the total value of National Achievers Congress.

### **4. Cancellation Rights**

- (a) If you advise Success Resources Australia Pty Ltd in writing via email to [attende@nationalachieverscongress.com.au](mailto:attende@nationalachieverscongress.com.au) within 3 business days of making a payment (in full or installment) that you do not wish to receive National Achievers Congress then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) National Achievers Congress, 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 National Achievers Congress 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 the National Achievers Congress belongs to Success Resources Australia Pty Ltd.
- (b) You agree and acknowledge that by purchasing the National Achievers Congress 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 replicate the National Achievers Congress or inclusions of the National Achievers Congress in anyway.

(c) You agree to keep confidential and not to disclose to any third party, any information shared during the National Achievers Congress which could harm Success Resources Australia Pty Ltd or speakers at the National Achievers Congress.

#### **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 is collected to ensure you are kept up to date with Success Resources Australia Pty Ltd promotions and National Achievers Congress updates.

#### **7. Attendee Details for the National Achievers Congress**

(a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 14 days prior to the National Achievers Congress seminar start dates.

(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 National Achievers Congress.

#### **8. Transferring National Achievers Congress.**

(a) If you are unable to attend National Achievers Congress you will be unable to transfer the ticket to an alternative National Achievers Congress 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 National Achievers Congress 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 National Achievers Congress tickets for the purposes of resale is strictly forbidden.

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

(c) If your National Achievers Congress ticket is found to be offered or advertised for resale, then you will forego your right to alter the name on the ticket,

(d) Only National Achievers Congress tickets purchased directly through Success Resources Australia Pty Ltd will be guaranteed access to the National Achievers Congress. 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 National Achievers Congress may be recorded, and that Success Resources Australia Pty Ltd 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@nationalachieverscongress.com.au](mailto:attendee@nationalachieverscongress.com.au) for your request to be considered.

(c) You agree not to record any part of National Achievers Congress. Failure to comply with this directive could lead to your participation in the National Achievers Congress 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 the National Achievers Congress

(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 the National Achievers Congress.

#### **12. Disclaimers:**

You acknowledge:

(a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform in the National Achievers Congress ('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 National Achievers Congress 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 National Achievers Congress 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 the speaker line up & venue in Melbourne should the date be altered from the 26<sup>th</sup> & 27<sup>th</sup> of April 2020.

(c) If National Achievers Congress is to be rescheduled or postponed from the 26<sup>th</sup> & 27<sup>th</sup> of April 2020, Success Resources Australia will provide you with access to National Achievers Congress, within five (5 years) of 27<sup>th</sup> of April 2020. If the opportunity to attend National Achievers Congress is not provided within this timeframe, National Achievers Congress will be listed as cancelled and term 13(d) will be activated.

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

### **General**

14. All notices or other communications must be made to attendee@nationalachieverscongress.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. The National Achievers Congress 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. The National Achievers Congress are provided in English, should you require translation, please email attendee@nationalachieverscongress.com.au for costs and translation options.

21. All speakers advertised will appear at different times and not the full duration of the seminars included in the National Achievers Congress.

22. One invoice is generated per order and communication is solely with the buyer of National Achievers Congress until guest details are provided.

### **Non-Disclosure Agreement**

23. 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 National Achievers Congress, 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.

24. 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:  
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