

Unleash the Power Within Virtual 2020

Terms and Conditions

1. Engagement

(a) Thank you for accepting our offer to present Unleash the Power Within Virtual 2020 on the 17-20th of September 2020 (Australian Eastern Standard Time AEST). 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) General Admission Ticket to UPW Virtual Live 4-Day Interactive Experience with Tony Robbins 17-20 September 2021.
- (ii) Access to the Power of Momentum Event (Designed to help you implement and sustain your learnings post UPW).
- (iii) Access to the 3 Pre-Event "Fast Track" Session with KARISSA KOUCHIS so you can Maximize your UPW Experience.
- (iv) Deluxe Event Pack (Deliver Via Post) with UPW Workbook, Breakthrough Board, And Other Event Materials.
- (v) Access to the 10- Day Challenge - a post-event email series designed to strengthen your journey.
- (vi) Access to the Private Facebook Community.
- (vii) Silver and Ruby ticket purchases will also include 1 x bonus ticket to a live-in person Unleash the Power Within event held in Australia within five (5) years of Unleash the Power Within Virtual 2020. General Admission tickets do not receive a live-in person Unleash the Power Within ticket.

(c) Requirements to Attend Unleash the Power Within Virtual 2020

- (i) To register for Unleash the Power Within Virtual from the 13th of September 2020
- (ii) Provide full contact details of all attendees
- (iii) A unique email address per attendee
- (iv) Access to the internet

2. Delivery of Unleash the Power Within Virtual 2020:

(a) Access to Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 start date

(c) Each Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020.

(e) The delivery of Unleash the Power Within Virtual 2020 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) Unleash the Power Within Virtual 2020 is a live event and no recording is provided

(g) Purchases made on or after the 16th September 2020, the unique access link will take up to 8 hours to be sent to the nominated email address from time of purchase.

(h) Purchases made after the 27th of August 2020 may not receive their event deluxe pack prior to the Unleash the Power Within Virtual 2020 start date.

(i) Any additional bonuses included in your purchase of Unleash the Power Within Virtual 2020 will be provided via email after the conclusion of Unleash the Power Within Virtual 2020.

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 Unleash the Power Within Virtual 2020

(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 Unleash the Power Within Virtual 2020

(c) Installment due date will take place on the same date initial deposit is made, unless this falls after the 27th of the month, whereby the 27th will be used as the instalment date

(d) Until payment has been completed in full, all inclusions of Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020, 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 Unleash the Power Within Virtual 2020

4. Cooling Off Period

(a) If you advise Success Resources Australia Pty Ltd in writing via email to tickets@unleashthepowerwithin.com within 3 business days of making a payment (in full or installment) that you do not wish to receive Unleash the Power Within Virtual 2020 then this agreement will be terminated. On the provision that you have not yet accessed (portion or all of) Unleash the Power Within Virtual 2020, 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 3rd 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 Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020, belongs to Success Resources Australia Pty Ltd and Robbins Research International INC.

(b) You agree and acknowledge that by purchasing Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 or inclusions of Unleash the Power Within Virtual 2020

(c) You agree to keep confidential and not to disclose to any third party, any information shared during Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 and enhance your Unleash the Power Within Virtual 2020 experience.

7. Attendee Details for the Unleash the Power Within Virtual 2020

(a) Success Resources Australia Pty Ltd must have the below details of all attendees at least 14 days prior to the Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 start date.

(c) No attendee details can be altered within 14 days of Unleash the Power Within Virtual 2020 starting

(d) Each attendee must have a unique email and contact number to attend the Unleash the Power Within Virtual 2020.

(e) Any purchases made within 14 days of Unleash the Power Within Virtual 2020 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 tickets@unleashthepowerwithin.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 Unleash the Power Within Virtual 2020 can be used for Unleash the Power Within Virtual 2020 only.

(b) Complimentary tickets for Unleash the Power Within Virtual 2020 tickets have no monetary value and are unable to be exchanged for cash or used as a credit.

(c) Complimentary tickets for Unleash the Power Within Virtual 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) Should you purchase a Silver or Ruby ticket to Unleash the Power Within Virtual 2020, you will also be issued with a bonus ticket of the same ticket(s) class to the next live in person Unleash the Power Within as part of your purchase within five (5) years of Unleash the Power Within Virtual 2020.

(b) Unleash the Power Within Virtual 2020 general admission tickets do not receive a bonus ticket to the next live in person Unleash the Power Within as part of your purchase

(c) Bonus tickets issued for the next live in person Unleash the Power Within as part of your purchase of Unleash the Power Within Virtual 2020 purchase must be used at the next live in person Unleash the Power Within in person event held in Australia.

(d) The name on the bonus ticket(s) for the live in person Unleash the Power Within ticket is to remain in the name of the Unleash the Power Within Virtual 2020 attendee.

(e) Bonus ticket(s) issued for the live in person Unleash the Power Within as part of your Unleash the Power Within Virtual 2020 purchase are exempt from the money back satisfaction guarantee.

(f) Bonus live in person Unleash the Power Within tickets have no monetary value and are unable to be exchanged for cash or used as a credit.

10. Transferring Unleash the Power Within Virtual 2020

(a) If you are unable to attend Unleash the Power Within Virtual 2020 you will be unable to transfer the ticket to an alternative Virtual Unleash the Power Within Service 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 Unleash the Power Within Virtual 2020 is authorised, you will be issued with a complimentary ticket to the new product or service provided.

11. Ticket Sale and Resale

(a) The re-advertisement of any Unleash the Power Within Virtual 2020 or any bonus tickets associated with the purchase of Unleash the Power Within Virtual 2020 for the purposes of resale is strictly forbidden.

(b) If your Unleash the Power Within Virtual 2020 or any bonus tickets is found to be offered or advertised for resale then your right to access Unleash the Power Within Virtual 2020 may be cancelled without a refund and the bearer of the ticket will not be provided with any services.

(c) If your Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 ticket.

(d) Only Unleash the Power Within Virtual 2020 orders purchased directly through Success Resources Australia Pty Ltd will be guaranteed a unique login access link to Unleash the Power Within Virtual 2020 to be held on the 17-20th September 2020 (AEST). 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 Unleash the Power Within Virtual 2020 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 tickets@unleashthepowerwithin.com.au for your request to be considered.

(c) You agree not to record any part of Unleash the Power Within Virtual 2020. Failure to comply with this directive could lead to your participation in Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020.

(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 Unleash the Power Within Virtual 2020.

14. Disclaimers:

You acknowledge:

(a) that neither Success Resources Australia Pty Ltd, any of our representatives or any person we engage to perform Unleash the Power Within Virtual 2020 ('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 Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 is to be rescheduled or postponed from the 17-20th of September 2020, Success Resources Australia will provide you with access to Unleash the Power Within, within five (5 years) of the 20th of September 2021. If the opportunity to attend Unleash the Power Within Virtual 2020 is not provided within this timeframe, Unleash the Power Within Virtual 2020 will be listed as cancelled and term 15(d) will be activated.

(d) If Unleash the Power Within Virtual 2020 is cancelled, Success Resources Australia Pty Ltd, will refund you your investment, minus any fees for services already used as part of Unleash the Power Within Virtual 2020. Success Resources Australia Pty Ltd shall have no further liability to you if Unleash the Power Within Virtual 2020 is cancelled.

General

16. All notices or other communications must be made to tickets@unleashthepowerwithin.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. Unleash the Power Within Virtual 2020 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 tickets@unleashthepowerwithin.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 Unleash the Power Within Virtual 2020.

24. One invoice is generated per order and communication is solely with the buyer of the seminar service Unleash the Power Within Virtual 2020 until guest details are provided.

25. Money Back Satisfaction Guarantee:

(a) To qualify for the money back satisfaction guarantee, you must register and attend Unleash the Power Within Virtual 2020.

(b) The money back satisfaction guarantee is available to attendees between 16.00 and 20.00 (Australian Standard Eastern Time) on the 17th September 2020 of Unleash the Power Within Virtual 2020. Requests made outside of these times stated will not be provided with a money back satisfaction guarantee.

(c) To activate the money-back satisfaction guarantee, the attendee must request to speak to a Tony Robbins lead trainer through the provided customer service link on the event dashboard for Unleash the Power Within Virtual 2020 and 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 Unleash the Power Within Virtual 2020. 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. A fee of \$50 AUD per ticket will be deducted to cover the cost of your event deluxe pack which is unable to be returned. The remaining balance will be paid to the purchaser of the ticket within 30 working days from the conclusion of Unleash the Power Within Virtual 2020.

(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 Unleash the Power Within Virtual 2020.

(f) Complimentary and bonus tickets for Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020 program become null and void.

(h) For multiple or Group ticket purchases for Unleash the Power Within Virtual 2020, 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.

(i) If your Unleash the Power Within Virtual 2020 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.

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 Unleash the Power Within Virtual 2020 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 Unleash the Power Within Virtual 2020

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:

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