

Terms and Conditions

Part A – Definitions, Application & Fees

1 Definitions

In this document, unless the context otherwise requires, the following words have the following meaning:

Agreement	means this Agreement including the Schedule and these Terms and Conditions.
Business Day	means any day other than a Saturday, Sunday or declared public holiday in the state of New South Wales.
Business Mastery	means Business Mastery Pty Ltd (ABN 71 099 095 128), its successors and assigns and any of their Associated Entities as that term is defined in the <i>Corporations Act 2001 (Cth)</i> .
Confidential Information	means all information Business Mastery or its customers, clients, speakers or other participants provides to the Purchaser or the Participants, including but not limited to: <ul style="list-style-type: none">(a) any of the materials provided as part of the Program,(b) questions and comments by other participants, business and commercial dealings, business and commercial information or trade secrets of Business Mastery, its customers, clients or employees or other participants,(c) all notes, compilations, analyses, extracts, summaries and other records relating to anything referred to in (a) - (b) above, and(d) the Fee and other financial arrangements between Business Mastery and the Purchaser and/or Participant(s) and/or the Guarantor.
Digital Attendee(s)	means any person who attends the Program or any part of it virtually by livestream over the internet or other similar means.
Fee	means the amount payable by the Purchaser to Business Mastery specified in the Order and/or the Schedule..
Guarantor	means the person named the Order and/or the Schedule as a guarantor (if any).
Intellectual Property	means all forms of intellectual property rights throughout the world including but not limited to present and future: <ul style="list-style-type: none">(a) patents, utility models, copyrights, registered or unregistered trademarks and service marks, trade names, brand names, indications of source or appellations of origin, eligible layout rights, registered designs and commercial names and designations;(b) all inventions, discoveries, trade secrets, secret process, know-how, computer products and confidential, scientific, technical and product information;(c) all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields whether industrial or commercial;(d) all letters patent, deeds of grant, certificates or documents of title for anything referred to in paragraphs (a), (a) or (c) of this definition and all media in which anything referred to in those paragraphs is stored or embodied; and(e) all enhancements to anything referred to in paragraphs (a) - (d), of any kind whether arising from statute, under common law or in equity.
K2E Basecamp Coaching Program	means the K2E Basecamp Coaching Program.
K2 Program	means any K2 Elite program and does not include the K2E Basecamp Coaching Program.
Learning Materials	means all forms of material including but not limited to presentations, documents, webinars and other materials whether in the public domain or not that were created by or for Business Mastery for the purpose of: <ul style="list-style-type: none">(a) any of Business Mastery's events, courses or coaching programs;(b) promoting Business Mastery or any of their events, courses or coaching program; or(c) any other activity of Business Mastery. Learning Materials may or may not be Confidential Information and/or Intellectual Property.
Nail It & Scale It Program	means the Nail It & Scale It event to be hosted by Business Mastery on the dates specified in the Schedule.
Participant	means the person or persons named as participants in your Order and/or the Schedule.
Program	means the Business Mastery event or program named in your Order and/or the Schedule..
Purchaser	means the person named as the purchaser in your Order and/or the Schedule..
Schedule	means the Schedule to this Agreement, which sets out various applicable details.
You or Your	means the Participants and the Purchaser jointly and severally.

2 Application of these Terms and Conditions

- 2.1 These Terms and Conditions contain 5 parts:
- 2.1.1 this Part A that applies to all Programs;
 - 2.1.2 Part B that applies the K2 Program;
 - 2.1.3 Part C that applies to the K2E Basecamp Coaching Program;
 - 2.1.4 Part D that applies to the Nail It & Scale It Program; and
 - 2.1.5 Part E that applies to all Programs.
- 2.2 If you are enrolling in the Nail It & Scale It Program then Parts A, D and E apply to you.
- 2.3 If you are enrolling in a K2 Program then Parts A, B and E apply to you.
- 2.4 If you are enrolling in the K2E Basecamp Coaching Program then Parts A, C and E apply to you.

3 The Purchaser and Participants

- 3.1 The Purchaser enters into this Agreement for the purpose of purchasing the Program for the Participant(s).
- 3.2 The Purchaser agrees that all Participants must accept and agree to these Terms and Conditions before they will be permitted to participate in a Program.

4 Payment of Fees

- 4.1 The Purchaser must pay the Fee as follows:
- 4.1.1 if no payment plan has been agreed with Business Mastery in full at least 7 days before the commencement date of the Program; or
 - 4.1.2 if a payment plan has been agreed with Business Mastery all instalments must be paid on the specified due dates.
- 4.2 If the Fee has not been paid in accordance with clause 4.1 above then:
- 4.2.1 your right to attend or participate in the Program will be forfeited;
 - 4.2.2 you shall not be entitled to attend or participate in the Program; and
 - 4.2.3 the balance of the Fee shall be immediately due and payable.

5 Fees are non-refundable

- 5.1 The Fee is strictly non-refundable.
- 5.2 No refunds will be given other than in accordance with these Terms and Conditions.
- 5.3 Failure to attend part or all of the Program will not entitle you to a refund. If the Fee has not been paid in full and you fail to attend part or all of the Program you must still pay the balance of the Fee.

Part B - K2 Programs

6 Application Process

- 6.1 K2 Elite Members are an exclusive tribe of conscious entrepreneurs and as such not everyone is or will be suitable for K2 Elite Membership. Therefore K2 Elite Membership is by application only.
- 6.2 Business Mastery accepting your application does not mean that Business Mastery will offer you K2 Elite Membership. Business Mastery will conduct an interview with each applicant to determine if K2 Elite Membership will be offered to them.
- 6.3 Business Mastery retains the sole and exclusive discretion in relation to which applicants are offered K2 Elite Membership.
- 6.4 K2 Elite Membership is conditional upon your:
- 6.4.1 payment of the Fee;
 - 6.4.2 continued adherence to the K2 Elite Code of Conduct (see clause 11); and
 - 6.4.3 continued adherence to these Terms and Conditions and this Agreement.

7 Renewals

- 7.1 The period of your K2 Elite Membership is:
- 7.1.1 specified in your order confirmation; or
 - 7.1.2 if not specified, the period specified in your invoice, receipt or other correspondence with you.
- 7.2 K2 Elite Membership renewal is by invitation only.
- 7.3 Business Mastery has and retains the sole and absolute discretion to renew any K2 Elite Membership.
- 7.4 Business Mastery may conduct a renewal interview prior to renewing any K2 Elite Membership.
- 7.5 All membership renewals are conditional upon you paying all renewal membership fees and agreeing to accept these or any updated or amended terms and conditions.

8 Termination of Membership

- 8.1 You may terminate your K2 Elite Membership by giving 3 months' prior written notice to Business Mastery.
- 8.2 If you terminate your K2 Elite Membership under clause 8.1 above, you will not be entitled to a refund of any of the fees paid and, where a payment plan is in place as at the date of the termination notice, all unpaid instalments will be and remain payable to Business Mastery.
- 8.3 Business Mastery may in its absolute discretion terminate your K2 Elite Membership at any time by giving you 3 months prior written notice.
- 8.4 If your K2 Elite Membership is terminated under clause 8.3 above and you have not breached any of your obligations under this Agreement or the K2 Elite Code of Conduct then a pro-rata refund will be paid for the remaining period of your membership.
- 8.5 If you breach this Agreement or the K2 Elite Code of Conduct then Business Mastery may terminate your K2 Elite Membership at any time by giving you 14 days prior written notice.
- 8.6 If you:

- 8.6.1 commit a breach of this Agreement which cannot be remedied (such as, without limitation, you use Business Mastery's intellectual property without its consent); or
- 8.6.2 you engage in acts or omissions which in the reasonable opinion of Business Mastery has, or is likely to, bring the business reputation of Business Mastery or any of its Associated Entities, employees, agents, officers or contractors into disrepute;

then Business Mastery may terminate your K2 Elite Membership immediately by giving you written notice.

- 8.7 If your K2 Elite Membership is terminated under clause 8.5 and/or 8.6 above then Business Mastery is under no obligation to refund any of the fees paid prior to termination and, where a payment plan is in place as at the date of the termination notice, all unpaid instalments will be and remain payable to Business Mastery.

9 K2 Elite Membership Inclusions and Exclusions

- 9.1 K2 Program entitles the Participant(s) to:
 - 9.1.1 attend 3 * 3-day business conferences and a single 4-day annual destination conference;
 - 9.1.2 a free ticket to any Business Mastery event held during the period of your K2 Elite Membership, subject to paying an event registration fee to secure a place at each event; and
 - 9.1.3 attend weekly group coaching sessions during the period of your K2 Elite Membership.
- 9.2 Your entitlement to attend the conferences, events and coaching sessions (as described in clause 9.1 above) only applies during the period of your K2 Program. If you do not attend conferences, events and/or coaching sessions then Business Mastery is under no obligation to make replacements available to you and no right of refund or compensation exists.
- 9.3 Business Mastery reserves the right to cancel weekly group coaching sessions in extenuating circumstances. Weekly group coaching sessions will not be held in late December and early January during the Business Mastery Christmas office closure period and will not take place during the weeks either side of the annual destination conference.
- 9.4 K2 Program does not include travel, accommodation, food, beverages or other associated costs or out of pocket expenses.
- 9.5 K2 Program entitlements (as described in clause 9.1 above) are:
 - 9.5.1 for the Participant(s) originally interviewed, invited and accepted and no other person may attend a session or event with you or on your behalf except with prior approval from Business Mastery, which may be withheld or provided on terms. Any individual seeking approval to attend with you or in your place may be interviewed prior to approval being given; and
 - 9.5.2 designed to enable your growth and progress along with your business. This may include the opportunity to perform a leadership/facilitation role at K2 Elite events, during group coaching or at other times. You agree that should you choose to perform such a role then no remuneration or other benefit will be payable to you.

10 K2 Elite Membership Portal

- 10.1 Business Mastery provides K2 Elite Members with access to the K2 Elite Membership Portal containing content from previous Business Mastery events, webinars, third party content, various other resources and Learning Materials.
- 10.2 Business Mastery:
 - 10.2.1 may add, remove or replace any content contained in the K2 Elite Membership Portal at its absolute discretion; and
 - 10.2.2 provides no guarantees or warranties for content contained in the K2 Elite Membership Portal.
- 10.3 Access to the K2 Elite Membership Portal may be withdrawn if you are in breach of the Agreement and/or clause 4.1 above.

11 K2 Elite Code of Conduct

- 11.1 For the benefit of all K2 Elite Members and Business Mastery, the K2 Program is governed by the K2 Elite – Code of Conduct.
- 11.2 You agree:
 - 11.2.1 to be bound by the K2 Elite – Code of Conduct; and
 - 11.2.2 that a breach of the K2 Elite – Code of Conduct will entitle Business Mastery to terminate your K2 Elite Membership in accordance with clause 8.5 above.
- 11.3 In its absolute discretion Business Mastery may determine that you have breached the K2 Elite – Code of Conduct.
- 11.4 A copy of the K2 Elite – Code of Conduct can be downloaded using this link: <https://dl.kerwinrae.com/Systems/K2CodeOfConduct.pdf>.

12 Referral Of K2 Elite Members

- 12.1 The K2 Program has been designed to provide the highest level of support and content quality and has a deliberate structure. To do this, Business Mastery has established key relationships with third party providers.
- 12.2 To ensure that K2 Elite Members are given the greatest opportunity to utilise the structure of the K2 Elite Membership program correctly you agree not to refer other K2 Elite Members to third party providers unless:
 - 12.2.1 they have been recommended by Business Mastery; or
 - 12.2.2 Business Mastery has authorised such referral in writing.

Part C – K2E Basecamp Coaching Program

13 Credit if you become a K2 Elite Member

13.1 If you:

- 13.1.1 become a K2 Elite Member within 3 months of completing the K2E Basecamp Coaching Program; and
- 13.1.2 you have paid the Fee in accordance with clause 4.1 above,

then your K2 Elite Membership fee will be reduced by the amount of the Fee.

13.2 You acknowledge that K2 Elite Membership is by application only and that Business Mastery retains the sole and exclusive discretion in relation to which applicants are offered K2 Elite Membership.

14 Termination of your entitlement to participate in the Program

14.1 If you breach this Agreement or the K2 Elite Code of Conduct then Business Mastery may terminate your entitlement to participate in the Program at any time by giving you 14 days prior written notice.

14.2 If you:

- 14.2.1 commit a breach of this Agreement which cannot be remedied (such as, without limitation, you use Business Mastery's intellectual property without its consent); or
- 14.2.2 you engage in acts or omissions which in the reasonable opinion of Business Mastery has, or is likely to, bring the business reputation of Business Mastery or any of its Associated Entities, employees, agents, officers or contractors into disrepute;

then Business Mastery may terminate your entitlement to participate in the Program immediately by giving you written notice.

14.3 If your entitlement to participate in the Program is terminated under clause 14.1 and/or 14.2 above then Business Mastery is under no obligation to refund any of the fees paid prior to termination and, where a payment plan is in place as at the date of the termination notice, all unpaid instalments will be and remain payable to Business Mastery.

15 K2E Basecamp Coaching Inclusions and Exclusions

15.1 The K2E Basecamp Coaching Program entitles the Participant(s) to attend skills webinars, coaching calls and other specified elements of the K2 Program for the period set out in the Order and/or Schedule.

15.2 If you do not attend any element of the K2E Basecamp Coaching Program then Business Mastery is under no obligation to make replacements available to you and no right of refund or compensation exists.

15.3 Business Mastery reserves the right to cancel, vary or replace any element of the K2E Basecamp Coaching Program.

15.4 K2E Basecamp Coaching Program does not include any travel, accommodation, food, beverages or other associated costs or out of pocket expenses.

15.5 K2E Basecamp Coaching Program entitlements are for the Participant(s) only and no other person may attend a session or event with you or on your behalf except with prior approval from Business Mastery, which may be withheld or provided on terms. Any individual seeking approval to attend with you or in your place may be interviewed prior to approval being given.

16 K2 Elite Membership Portal

16.1 Business Mastery may provide you with limited access to the K2 Elite Membership Portal containing content from previous Business Mastery events, webinars, third party content, various other resources and Learning Materials.

16.2 Business Mastery:

- 16.2.1 may add, remove or replace any content contained in the K2 Elite Membership Portal at its absolute discretion; and
- 16.2.2 provides no guarantees or warranties for content contained in the K2 Elite Membership Portal.

16.3 Access to the K2 Elite Membership Portal may be withdrawn if you are in breach of the Agreement and/or clause 4.1 above.

17 K2 Elite Code of Conduct

17.1 You agree:

- 17.1.1 to be bound by the K2 Elite – Code of Conduct; and
- 17.1.2 that a breach of the K2 Elite – Code of Conduct will entitle Business Mastery to terminate your K2 Elite Membership in accordance with clause 14.1 above.

17.2 In its absolute discretion Business Mastery may determine that you have breached the K2 Elite – Code of Conduct.

17.3 A copy of the K2 Elite – Code of Conduct can be downloaded using this link: <https://dl.kerwinrae.com/Systems/K2CodeOfConduct.pdf>.

18 Referral Of K2 Elite Members and K2E Basecamp Coaching Participants

- 18.1 The K2 Elite programs have been designed to provide the highest level of support and content quality and have a deliberate structure. To do this, Business Mastery has established key relationships with third party providers.
- 18.2 To ensure that K2 Elite Members and K2E Basecamp Coaching Participants are given the greatest opportunity to utilise the structure of the K2 Elite programs correctly you agree not to refer other K2 Elite Members or K2E Basecamp Coaching Participants to third party providers unless:
 - 18.2.1 they have been recommended by Business Mastery; or
 - 18.2.2 Business Mastery has authorized such referral in writing.

Part D - Nail It & Scale It Program

19 Nail It & Scale It

- 19.1 In this Part D, **Event Date** means the dates for Nail It & Scale It:
 - 19.1.1 specified in your order confirmation; or
 - 19.1.2 if no dates are specified, the dates specified in your, invoice, receipt or other correspondence with you.
- 19.2 Business Mastery will host the Nail It & Scale It event on the Event Date.
- 19.3 Nail It & Scale It is a virtual event. You acknowledge that, unless your order confirmation or other documentation from us describes your event as Nail It & Scale It Live or NISI Live, your purchase is only for a virtual event.
- 19.4 Any bonus or complimentary events can only be used on the date(s) specified or within the period stated. If for any reason the event does not go ahead or you cannot attend then you will not be entitled to another event, a refund or any other compensation.

20 Transfers

- 20.1 Normally you must attend Nail It & Scale It on the Event Date. If you do not attend Nail It & Scale It on the Event Date then, subject to the clauses 20.2 and 20.4 below, you will not be entitled to a refund, any relief from a payment plan or to attend Nail It & Scale It at a later date.
- 20.2 If you are unable to attend Nail It & Scale It on the Event Date then you may request to attend Nail It & Scale It at a later date, in which case the following conditions shall apply:
 - 20.2.1 a transfer fee will be payable to Business Mastery as set out in the following table:

Transfer request lodged	Transfer fee
21 days or more before the Event	\$250 plus GST
14 – 21 days before the Event	\$500 plus GST
7 – 14 days before the Event	\$750 plus GST
Less than 7 days before the Event	\$1,000 plus GST

- 20.2.2 a transfer will not occur until the transfer fee has been paid.
- 20.2.3 you must attend the next scheduled Nail It & Scale It after the Event Date. If you do not attend the next scheduled Nail It & Scale It then you shall not be entitled to a refund of the Fee and any unpaid instalments in respect of an instalment plan must still be paid.
- 20.2.4 If there is more than one Participant, and one Participant requests to attend Nail It & Scale It at a later date then any discount applied to a second Participant is no longer applicable and you must pay the full Fee for the second Participant to attend at a later date. No transfer will occur until the full Fee (and the transfer Fee in (a) above) has been paid to Business Mastery.
- 20.3 A graduate ticket is not transferable.
- 20.4 If you are unable to attend Nail It & Scale It on the Event Date due to an unavoidable emergency or personal medical condition, a verified medical certificate must be emailed to support@kerwinrae.com with a request to attend at a later date. In these circumstances Business Mastery may in its absolute discretion waive one or more of the conditions of transfer in clause 20.2.
- 20.5 If you fail to provide notice as required by clause 20.2 the ticket is not transferable and you shall not be entitled to a refund of the Fee and any unpaid instalments in respect of an instalment plan must still be paid.

21 Nail It & Scale It Money Back Guarantee

- 21.1 The clause 21 does NOT apply to Digital Attendees. Digital Attendees are not eligible for the money back guarantee.
- 21.2 A money back guarantee is available to Purchasers that have purchased their tickets to Nail It & Scale It directly from Business Mastery. You must attend the complete Nail It & Scale It event, on all days, for the entire duration of each day, to be eligible for the money back guarantee.
- 21.3 A money back guarantee request can only be made:
 - 21.3.1 by approaching a senior Business Mastery employee to notify them of your request to activate the money back guarantee;
 - 21.3.2 after the lunch break on the last day of the Event and before closure of the Event; and
 - 21.3.3 verbally and in writing.
- 21.4 If you comply with the clause 21.3 Business Mastery will authorise a refund in full of the monies paid under the Agreement. The Purchaser will not qualify for the money back guarantee if the request does not comply with clause 21.3.

- 21.5 Any money back guarantee request that you make, whether paid or otherwise is Confidential Information and covered by clause 25 below.
- 21.6 No refund of K2 Elite administration fees and any other Business Mastery fees are available under this Clause 21.

Part D – All Programs

22 Facebook

- 22.1 As part of your purchase of the Program, Business Mastery may in its sole and absolute discretion provide the Purchaser and/or Participant(s) with access to a private Facebook Group for Program participants and/or graduates (the Group). The Group is intended to provide a platform for support and accountability and the opportunity to connect with other Program participants and/or graduates and the Business Mastery team.
- 22.2 To protect the community of the Group and to ensure all participant and/or graduates can be supported, the Purchaser and Participants agree that the Purchaser or Participants will not establish, join or contribute to any other Facebook group or other discussion forum which deals with, refers to or involves any Program participants or graduates or any other Kerwin Rae graduates or former of current Business Mastery employees, contractors or consultants, unless that group or forum is pre-approved or pre-endorsed in writing by Business Mastery and Kerwin Rae. Participation in any such Facebook group or discussion forum is a material breach of the Agreement and Business Mastery reserves the right to terminate the Agreement, and/or cease any of its obligations to the Purchaser or Participants, immediately in such circumstances.
- 22.3 Business Mastery may in its sole and absolute discretion remove any member or members from the Group for behaviour deemed culturally disruptive to the Group, including but not limited to direct marketing posts, spam content, and requests for members of the Group to 'like' their private Facebook groups or pages.
- 22.4 You agree you will not have any claim or right to compensation from Business Mastery related to the Group and that Business Mastery will not be liable for the activities of the Group and/or its participants, including but not limited to:
- 22.4.1 any products or services provided or sold, or other transactions, between Group members;
 - 22.4.2 technical issues related to the administration of the Group or otherwise;
 - 22.4.3 any inability to, or decision not to, provide live Group updates during the Event; or
 - 22.4.4 your removal or the removal of any other person from the Group.

23 Program Changes

- 23.1 Business Mastery may in its absolute discretion change the conference date(s), venue(s), facilitator(s), speaker(s), content, time(s), duration or any other component of the Program.
- 23.2 Business Mastery will notify you in writing of any changes to the Program. You agree to accept such changes or amendments in full and will have no right to terminate this agreement or bring or commence any claim for a refund of Fees or compensation as a result.
- 23.3 You agree that you will have no claim for a refund, compensation or reimbursement of expenses incurred, including travel, accommodation, food, beverages or other associated costs related to a change in the Program.
- 23.4 In the event that a pandemic, epidemic, act of war, natural disaster, government directive, change in law and/or any other fact, matter or circumstance beyond the reasonable control of Business Mastery means that one or more elements of the Program cannot proceed or are adversely affected then Business Mastery may:
- 23.4.1 reschedule those program elements or the entire Program, including but not limited to changing the date(s), venue(s), facilitator(s), speaker(s), content, time(s) and/or duration; and/or
 - 23.4.2 replace or alter the form of those program elements or the entire Program so that they can proceed, including changing any of them or the entire Program to a livestream event that is attended remotely over the internet;
 - 23.4.3 postpone those program elements for an unspecified time of no more than 6 months to enable it to determine which of the above it will undertake in order to complete its obligations under this Contract.
- 23.5 The Purchaser is not entitled to make a claim for a refund, compensation or reimbursement of any additional expenses arising from any act or decision of Business Mastery under clause 23.4 above.

24 Event Cancellation

- 24.1 If Business Mastery, in its absolute discretion deems it necessary to do so, it may cancel a conference or other component of the Program by notifying you in writing.
- 24.2 In the event of cancellation of a conference or other significant component of the K2 Program, Business Mastery will use reasonable endeavours to hold the conference or other significant component of the K2 Program on an alternate date or may extend your K2 Elite Membership to cover an equivalent event held on a future date.
- 24.3 If a Nail It & Scale It event is cancelled, the Purchaser or Participants may either:
- 24.3.1 transfer their ticket to a future Nail It & Scale It event at no cost to the Purchaser or Participants; or
 - 24.3.2 cancel enrolment at the Nail It & Scale It event within five (5) Business Days of receiving notification of the cancellation, at which time Business Mastery will refund any Fee paid by the Purchaser.
- 24.4 Other than as provided for in clause 24 the Purchaser is not entitled to any refund, compensation or reimbursement of any additional expenses incurred or arising from the cancellation of a Program.

25 Confidential Information, Learning Materials And Intellectual Property

- 25.1 The Purchaser and Participants acknowledge that they do not have and nothing in the Agreement or any other agreement or document between them and Business Mastery gives them any right, title or interest in or to any of the Confidential Information, Learning Material or Intellectual Property.
- 25.2 The Purchaser and Participants agree:
- 25.2.1 not to use the Confidential Information, Learning Material or Intellectual Property for any purpose other than their private business purposes, in particular they will not use the Confidential Information, Learning Material or Intellectual Property to in any way replicate a Program or create comparable or competitive services to Business Mastery;
 - 25.2.2 to keep Confidential Information confidential and not disclose it to any third party, including directly or through a related party or entity other than if required by applicable law, regulation or court order; and
 - 25.2.3 not do or cause to be done anything which may in any way jeopardise or adversely affect Business Mastery's ownership, use or any rights it may have in the Confidential Information, Learning Material or Intellectual Property.
- 25.3 In the event the Purchaser or Participants breach this clause 25 Business Mastery may suspend or withdraw its consent to the Purchaser or Participants using Confidential Information, Learning Material or Intellectual Property and may demand that the Purchaser or Participants return all Confidential Information, Learning Material or Intellectual Property in their possession within 5 business days.

26 Non-Disparagement

- 26.1 You must not at any time disparage or otherwise make any statement, or permit or authorise any statement to be made, which is calculated or reasonably likely to damage the reputation or cause other damage to Business Mastery, or any of its, and their, officers, employees or agents.

27 Filming

- 27.1 The Purchaser and Participants acknowledge and agree that the Program may be recorded and that Business Mastery shall own any and all recordings in any format and may in its sole and absolute discretion use any recordings for promotional and marketing purposes.
- 27.2 The Purchaser and Participants irrevocably authorise Business Mastery to use their voice, materials, name and likeness for promotional and marketing purposes and materials in print, online and/or any other format.
- 27.3 The Purchaser and Participants will not record the Program or any part of it and will not use the name and likeness of Kerwin Rae, any Business Mastery staff or any other attendees for any purpose.

28 Financial Disclaimer

- 28.1 All information provided to the Purchaser or the Participants or that they have access to, as part of the Program is general information only and has been prepared without considering an individual's objectives, obligations, or financial situation. Business Mastery does not provide financial, taxation, legal or accounting advice. The Purchaser and Participants are obligated to consider their personal and business objectives, financial situation and other personal or business needs or obligations, before taking or refraining from taking any steps based on information or suggestions provided throughout the Program.

29 Third Party Providers

- 29.1 As part of the Program, Business Mastery may utilise the services of third parties to provide content and information. Business Mastery takes no responsibility and is not liable for the services, nor guarantees the performance of any product or service provided by third parties. The Purchaser and Participants are under no obligation to use the goods or services of third parties and should always compare services/products while considering the individual's personal/business objectives, obligations, and financial situation.

30 Personal Guarantee

- 30.1 The Guarantor named in the Schedule (if any) unconditionally and irrevocably agrees to personally guarantee the performance of all of the Purchaser's obligations under this Agreement and acknowledges that Business Mastery will have the right to demand and pursue the payment of all monies owed by the Purchaser under the Agreement without first being required to bring any claims or action against the Purchaser.

31 Right to Refuse Service

- 31.1 Business Mastery retains the sole and absolute discretion to refuse service and/or entry to any component of the Program, to a person or persons it reasonably believes may be engaging in illegal behaviour or conducting themselves in a way which would potentially bring Business Mastery, Associated Entities, its employees, contractors, and/or clients into disrepute, or would unreasonably impact the fair and equitable operation of Business Mastery business practices.
- 31.2 Such behaviour or conduct may include, but is not limited to:
- 31.2.1 obscene or offensive language directed towards Business Mastery, its employees, contractors, and/or clients;
 - 31.2.2 intentionally attempting to disrupt the delivery of the Program;
 - 31.2.3 excessive communications with Business Mastery, its employees, contractors, and/or clients (whether face-to-face, written, electronic, or through any other medium; or
 - 31.2.4 sexual harassment, innuendo, intimidation and/or discrimination.

32 Disclaimer

- 32.1 To the fullest extent permitted by law but subject to the Australian Consumer Law, Business Mastery disclaims and excludes any and all guarantees, undertakings and warranties, representations expressed or implied, and shall not be liable for any loss or damage whatsoever (including human or computer error, negligent or otherwise, by one or more of the authorities, or incidental or consequential loss or damage) arising out of or in connection with any use or reliance on the information or advice provided during the Program, or in any other forum.
- 32.2 The Purchaser and Participant(s) accept sole responsibility for the use of the material obtained during the Program, in any other forum or by any other means and agree that it is no substitute for financial, legal, taxation or consulting advice. Business Mastery recommends you seek external advice from appropriate experts specific to your business and personal needs.

33 Product Warranty

- 33.1 If any product provided as part of the Program is found to be faulty, Business Mastery is only obliged to replace the faulty product if you request a replacement in writing within 10 Business Days of receiving the product.

34 No Guarantee of Results

- 34.1 Business Mastery takes no responsibility and provides no guarantee for the results you will achieve by participating in the Program, using the Learning Material or related methods. Example results used to promote courses, products or any other item are for reference only and in no way guarantees the same or similar results will be achieved. Results achieved will be dependent on many factors including, but not limited to, skills of the business owners and team, the method and speed of execution of any strategy, the market, force majeure, economic conditions and the existing position of the business and owners.

35 Digital Attendees and High Speed Internet Connection

- 35.1 The Purchaser and any Digital Attendees will not allow or facilitate non-ticket holders to attend or view the Program. For example they will not allow non-ticket holders to view the Program whilst it is being live streamed to a Digital Attendees' computing device or share their access credentials.
- 35.2 Some elements of the Program may require a high speed internet connection. If your connection speed is less than 10 mbps then your experience may not be optimal.
- 35.3 Business Mastery is not responsible for the effects of a slow, interrupted or faulty internet connection.

36 Non-Compete & Non-Solicitation

- 36.1 The Purchaser and the Participants agree not to:
- 36.1.1 solicit or attempt to solicit business from any Client or Prospective Client of Business Mastery for the duration of the Restraint Period;
 - 36.1.2 engage or prepare to engage in a business that competes with the business of Business Mastery for the duration of the Restraint Period, this restriction includes, but is not limited to, engaging in workshops, coaching, consulting or public speaking business practices that involve the delivery of content, systems, and processes similar to that which you received from Business Mastery during the Event;
 - 36.1.3 solicit, attempt to solicit, entice or encourage any employee of Business Mastery to leave their employment for the duration of the Restraint Period; and
 - 36.1.4 interfere or attempt to interfere with the relationship between Business Mastery and its Clients, employees, contractors, partners or suppliers for the duration of the Restraint Period.
- 36.2 In this provision:
- 36.2.1 **Client** means any person, firm or company who at any time during the period of 12 months prior to the Program's commencement was a client of Business Mastery.
 - 36.2.2 **Prospective Client** means any person, firm or company who at any time during the period of 12 months prior to the Program's commencement was identified as a prospect of Business Mastery.
 - 36.2.3 **Restraint Period** means the period commencing on the date of this Agreement and ending 1 year after completing the Program.
- 36.3 The restrictions in this clause apply to conduct which is either direct or indirect (for example done through an agent of any kind) and regardless of whether the conduct is engaged in for your own benefit or for the benefit of any other person or entity.

37 Privacy – Credit and Debts Due

- 37.1 Subject to its obligations under the *Privacy Act 1988, Privacy Amendment (Private Sector) Act 2000*, Business Mastery may give the information outlined below to a credit reporting agency to obtain a consumer credit report or to allow the credit reporting agency to create or maintain a credit information file about you.
- 37.2 You agree that Business Mastery may disclose a credit report about you and your relevant information to any credit provider, debt collection agency, legal representative, or insurer for the purposes of assessing your credit worthiness or to collect overdue payments (as the case may be).
- 37.3 Business Mastery may disclose the following information relating to you, including a director guarantee in accordance with the above:

- 37.3.1 Your name, address and the name and address of directors, as well as drivers licence details;
- 37.3.2 Credit limits on your accounts;
- 37.3.3 The amount of any payments which are at least 30 days overdue;
- 37.3.4 Where an overdue payment has been previously reported, advice that the payment is no longer overdue;
- 37.3.5 Cheques, credit card or other payments which have been dishonoured;
- 37.3.6 Information that Business Mastery has ceased to provide services to you.

37.4 When reporting an unresolved debt due to a credit reporting agency, Business Mastery will provide the Purchaser with 14 days' notice prior to doing so.

37.5 You agree that Business Mastery may obtain information about you from any business which provides information about the creditworthiness of persons for the purposes of assessing your application and for collecting any overdue amounts. Business Mastery may refuse to supply services to you on credit based on its assessment of you.

38 Assignment and Novation

38.1 You may not assign or novate this agreement or otherwise deal with the benefit of it or a right under it, or purport to do so, without the prior written consent of Business Mastery.

38.2 Business Mastery may assign or novate this agreement or otherwise deal with the benefit of it or a right under it by written notice to you. You consent to any such assignment, novation or dealing and waive any right to object to it.

39 General

39.1 This Agreement constitutes the entire and the only agreement between the parties in respect of its subject matter.

39.2 This Agreement may only be varied or replaced by a document in writing duly executed by the parties.

39.3 A single or partial exercise or waiver of a right relating to this Agreement will not prevent any other exercise of that right or the exercise of any other right. A party will not be liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

39.4 Subject to any express provision in this document to the contrary, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.

39.5 Subject to any express provision in this Agreement to the contrary, a party may conditionally or unconditionally give or withhold any consent to be given under this document and is not obliged to give its reasons for doing so.

39.6 Each party shall promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the provisions of this Agreement and any transaction contemplated by it.

39.7 If a provision in this Agreement is void, illegal or unenforceable, it must be varied to give effect to the intention of this document or severed without affecting the enforceability of the other provisions.

39.8 This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia.

39.9 Each party:

39.9.1 irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from any of those courts; and

39.9.2 waives any right to object to any proceedings being brought in those courts for any reason.

39.10 Your rights and obligations under this Agreement are personal and cannot be assigned, transferred, novated, charged or otherwise dealt with except with the written consent of Business Mastery, which may be withheld or provided on terms.

39.11 All terms, conditions and warranties implied by statute or common law that are validly excludable are excluded from this Agreement. Where terms, conditions and warranties are not so excluded, to the maximum extent permitted by law, Business Mastery's liability for breach of them is limited to the total amount paid by you to Business Mastery during the then current term of our agreement.

39.12 You acknowledge and agree that the decision to accept an offer to participate in or renew the Program on the terms and conditions contained in this Agreement is your own and that you have not been pressured or coerced into making this decision. Furthermore, you accept responsibility for the results you achieve during the Program and any subsequent results after your membership ends.