

TERMS AND CONDITIONS

1. Upon accepting the terms and conditions, You will receive exclusive use to the intellectual property of EBS "Coaching Program Materials". The Coaching Program Materials You receive are confidential and proprietary, and cannot be used, disclosed, or duplicated without the express prior permission of EBS. You may be permitted to use the Coaching Program Materials for training and educational purposes within your own business or company. These materials are unpublished works protected by copyright laws and no unauthorised copying, adaptation, distribution, storage, or displays are permitted. Without limiting any other rights EBS may have under this Agreement, or at law, in the event this Agreement is terminated prior to the commencement of the EBS event, your access to the Coaching Program Materials will be rescinded.
2. The services offered by EBS are advisory. You and any additional attendee "Clients", bear sole responsibility for the use and implementation of these services in your business. Clients shall at all times indemnify and hold harmless Leveraged Clarity Coaching NZ Ltd 9068552, its directors, officers, employees, agents, or any of its subsidiaries including but not limited to, Entrepreneurial Business School, and Bruce Campbell "the Indemnified Company Parties". All Clients indemnify the Indemnified Company Parties against any and all suits, demands, claims, actions, losses, damages, or expenses whether direct or indirect which the Indemnified Company Parties may suffer arising out of any act or omission resulting from the Client's activities related to the subject matter in this Agreement and in any EBS event. The indemnities contained in this clause shall survive the expiration of this Agreement and the event.
3. This Agreement is the entire agreement between You and EBS, all prior agreements, promises, or representations being merged herein. The investment is non-refundable. However, EBS may, at its sole and absolute discretion, allow You to transfer the value of the investment to a future EBS event within six-months of this Agreement ('Credit'). In the event of an EBS event being cancelled, the maximum liability of EBS to any Client is limited to a refund of any payments made by the Client to EBS to attend an event, with no liability for any additional costs incurred by the Client including without limitation any other costs or expenses whatsoever.
4. During an EBS event, images or recordings, whether sound, digital, or otherwise and including but not limited to images of Client's in photographs or videos ('Images') may be collected. These Images may be used by EBS for future marketing purposes. Clients consent to EBS using, publishing or reproducing the Images in any form and by any medium, including but not limited to social media websites, brochures, and videos for marketing, promotions, commercial and advertising purposes. Clients consent to EBS using, storing, handling, and managing the Images, and that any promotional materials which refer to a Client, are, at the date of publication, made in good faith and not intended to defame or offend the subjects or bring the subjects into disrepute. Clients agree and acknowledge that EBS is the owner of the copyright in the Images.
5. EBS may terminate the event at any time at its sole and absolute discretion.
6. This Agreement shall be governed by and construed and interpreted in accordance with the laws of New Zealand. The parties irrevocably and unconditionally submit to the jurisdiction of the courts of New Zealand.
7. If a court, arbitrator, or other authority determines that part of the Conditions is unenforceable, illegal, or void, then it must be severed, and the other provisions of this agreement remains in force and binding on the parties.
8. The parties agree that nothing in the Conditions shall constitute a partnership, agency, employer/employee relationship or joint venture between them.
9. EBS reserves the right in their sole and absolute discretion to alter or change these Conditions at any time without notice to You.
10. EBS is not obliged to offer the Credit and may end it at any time without the need to provide alternative or additional compensation to You. The structure and terms of the Credit Conditions are at the sole discretion of EBS and may be changed at any time.
11. EBS reserves the right to cancel or suspend its obligations under the Conditions which are not able to be fulfilled by virtue of an event beyond EBS's reasonable control ("Force Majeure Event"). EBS shall not be liable for any loss caused by cancellation or postponement of its obligations under these Conditions.