

# Terms and Conditions

## For all Sessions, Training, Consulting, Events, Conferences, and Speaking With Rewards Drama

1. Video or audio taping, screenshots or photography of Amanda Nicole Meyer or anyone with Rewards Drama prior to, during and after the speaking engagement, training, exercises, or consultation are not permitted by the Client or any audience member without the expressed written consent of Rewards Drama who reserves all rights.
2. All content, video and materials, hard copy and digital remain the property of Rewards Drama. Rewards Drama retains all Copyright. All rights reserved. No part may be reproduced, shared in any format, re-purposed or sold.
3. All Insurance and Liability is the responsibility of the Client.
  - 3.1 Clients agree not to hold Rewards Drama liable for any losses, damages, expenses, costs, claims, or liabilities suffered or incurred by registrants including consequential or indirect losses or loss of profit through registering for the event/s, attending the event/s, cancellation of the event/s, failure of the event/s to achieve your expectations, or for any error or omission by Rewards Drama.
  - 3.2 Clients agree not to hold Rewards Drama liable or responsible for any personal injury (i.e. physical, psychological, or emotional stress) or any loss or damage to personal property.
4. Client Cooperation.
  - 4.1 Client acknowledges and agrees that Rewards Drama's ability to successfully provide the Services is contingent upon Client's cooperation, including making available such stakeholders and personnel as reasonably requested by Rewards Drama to grant any consents and permissions as reasonably required by Rewards Drama under this Agreement.
  - 4.2 Rewards Drama shall have no liability for deficiencies in the Services or otherwise under or related to this Agreement, resulting from any act or omission of Client or any of Client's respective officers, directors, employees, contractors, agents, predecessors, successors, and assigns.
  - 4.3 If any Service will be provided at Client's premises or a venue provided by the Client, the Client agrees to provide safe and adequate space, power, network connections and access to applicable hardware, software and other equipment and information, and assistance from qualified personnel familiar with Client's hardware, software, other equipment, and information, as reasonably requested by Rewards Drama. Items include, but are not limited to, microphones,

sound system, projector, seating, lectern, internet access, laptop, cables, relevant access to client's materials, systems, and software.

4.4 Unless otherwise agreed in writing by Rewards Drama, Rewards Drama shall not be obligated to procure or install any hardware or software belonging to a third party to provide the Services, and Client shall be responsible to obtain, at its own expense, all such third-party materials for Rewards Drama to perform the Services.

## 5. Mutual Confidentiality.

### 5.1 Definition.

“Confidential Information” means any Client or Rewards Drama proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by the disclosing party to the receiving party either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information does not include information that (i) is known to the receiving party at the time of disclosure (ii) has been published or is otherwise readily available to the public through no wrongful act of the receiving party or (iii) has been rightfully received by receiving party from a third party without confidential limitations.

### 5.2 Non-Use and Non-Disclosure.

Each party will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than the performance of the Services or (ii) disclose the Confidential Information to any third party. Each party agrees that all Confidential Information will remain the sole property of the disclosing party. Each party also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information.

### 5.3 Third Party Confidential Information.

Rewards Drama recognizes that the Client has received and, in the future, will receive from third parties their confidential or proprietary information subject to a duty on the Client's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Rewards Drama agrees that, during the term of this Agreement and thereafter, Rewards Drama owes the Client and such third parties a duty to hold all such confidential or proprietary information in confidence and not to disclose it to any person (other than Rewards Drama personnel, affiliates, employees, agents and independent contractors who need to know such information in connection with the performance of the Services), firm or corporation or to use it except as necessary in carrying out the Services for the Client consistent with the Client's agreement with such third party.

### 5.4 Return of Materials.

Upon Client or Rewards Drama's request, or the termination of a contract, the other party will destroy or deliver to the disclosing party all its property or Confidential Information that it may have in its possession.

## 6. Travel, Accommodation and Meal Expenses.

6.1 Client will provide air tickets, costs of transportation to and from airports and venue/s, hotel rooms, meals and tips, shipment of props and supplies.

6.2 Alternatively, if agreed upon in the contract, Rewards Drama will organise and purchase airfare, accommodation, and other expenses which the Client will reimburse within 7 days of provided receipts.

## 7. Payment Terms.

7.1 A 30% non-refundable Deposit is required upon signing of a contract and due within 7 days. No booking of dates will be finalised until the deposit is received.

7.2 The balance of the full contract may be paid to Rewards Drama at any time after signing of contract, but no later than whichever is sooner of either 7 days prior to the day (or first day) of the speaking engagement/training, or 7 days before speaker is to begin travel to destination of scheduled speaking engagement.

7.3 If the full balance is not received 7 days or more prior to the first speaking engagement, training session, or travel to, Rewards Drama reserves the right not to speak, and the 30% deposit is forfeited and will not be refunded. In addition, the Client will be wholly responsible for any and all incurred costs by Rewards Drama for transportation, accommodation and meals and it will be due immediately.

## 8. Rescheduling of in person training or events.

8.1 Rescheduling of date/s of an event or commencement of training is permitted if it is done in writing no less than 14 business days prior to the event or start of travel for event.

8.2 Rescheduling fee: If the date/s are rescheduled by the client, an additional 10% of the total contract is applicable and added to the total due.

8.3 Further, all additional costs incurred by Rewards Drama to change the date/s (ie travel and accommodation arrangements) will be the responsibility of the client and added to the total due.

8.4 In the event Rewards Drama must cancel due to reasons beyond the control of Rewards Drama such as illness, unforeseen emergency, technical issues, transportation etc, Rewards Drama agrees to choose to either reschedule the event under the terms of the initial contract with the client accepting costs for transport and accommodation, or to refund the client the client's fee within 30 days.

8.5 For rescheduling of individual training sessions within a package, we understand that life can be unpredictable and therefore allow rescheduling of a session. Please notify at least three business days prior if you need to reschedule a meeting/coaching session so that it does not expire unused. Please note that only one re-schedule per session is permitted.

## 9. Rescheduling of online events and sessions.

9.1 Rescheduling of date/s of events is permitted if it is done no less than 14 days prior to the event. If rescheduling takes place between 5 to 14 days prior, an additional 10% of total fee is payable. Any rescheduling requested less than 5 days before the event will be considered a cancellation of the event and the applicable fees will be applied.

9.2 For rescheduling of individual training sessions within a package, we understand that life can be unpredictable and therefore allow rescheduling of a session. Please notify at least three business days prior if you need to reschedule an online meeting/coaching session so that it does not expire unused. Please note that only one re-schedule per session is permitted.

#### 10. Cancellation policy for in person training or events.

10.1 If the speaking engagement/training is cancelled due to an Act of God, both parties agree to reschedule the event under the terms of the initial contract. The client agrees to cover any additional incurred expenses.

10.2 If the client cancels this contract, the following cancellation fee schedule will be in effect from the time that written notification is received by Rewards Drama:

- In the event of cancellation 14 days or more prior to the event or travel for the event, 30% of total contract is payable (the deposit is forfeited and will not be refunded) and in addition, any and all incurred costs by Rewards Drama for transportation, accommodation and meals will be payable by the client and due immediately.
- If Cancellation is made less than 14 days prior to the event or travel to the event, 100% of the total contract, as well as any and all incurred costs by Rewards Drama for transportation, accommodation and meals is payable by the client and due immediately.

#### 11. Cancellation policy for online events or sessions.

11.1 If the client chooses to cancel a service, booking or contract 14 days or more prior to the training or event commencing, only 50% of the total due is payable. Anything that has already been paid above that amount is refundable, less administration and bank costs, within 30 days.

11.2 If the client chooses to cancel a service, booking or contract less than 14 days prior to the training or event commencing, or after it has commenced, the total due is payable.

11.3 In the event Rewards Drama must cancel due to reasons beyond the control of Rewards Drama such as illness, unforeseen emergency, technical issues etc, Rewards Drama agrees to choose to either reschedule the event under the terms of the initial contract or to refund the client, within 30 days.

12. Rewards Drama maintains a zero-disrespect policy to Rewards Drama staff or other participants. If appropriate, a warning will be given, but if there is a further offense, or if the nature of initial disrespect warrants it, access to training, consulting, membership, and forums will be revoked, and no refunds will be provided.

#### 13. Governing Law.

This agreement shall be governed by the laws of Australia.