

We strive to create an intimate community atmosphere during your stay, and we only accommodate a limited number of guests. The following guidelines help to ensure Amber Clements' Retreats run smoothly.

Terms and Conditions

This Retreat Participation Terms and Conditions (the "Agreement") provides for the conditions of participation in the Re-Wild the Woman Within Retreat offered by Amber Clements and is a legally binding document between you (the "Participant") and Amber Clements ABN 58 629 532 372 (the "Retreat Organiser") upon the payment of the Deposit by you.

Please read this Agreement carefully and address any questions you may have to amber@changeyourway.com.au.

Definitions

The "Retreat" means the Re-Wild the Woman Within Retreat.

'We', 'our' and 'us' means Amber Clements, ChangeYourWay.com.au and includes all officers, directors, employees, contractors and affiliates.

'You' and 'your' means any participant in our Retreats.

1. Retreat

1.1. The Retreat details are set out in Schedule A. Schedule A forms part of this Agreement and is incorporated into it by reference.

2. Payment

Deposit

2.1. A non-refundable booking fee, as set out in the Schedule A, is required by way of Deposit at the time of booking to secure your place at the Retreat.

2.2. Your booking is considered CONFIRMED once your Deposit payment is received by Amber Clements.

2.3. **Deposit Payment Methods:** We accept payment via credit card, direct bank transfer and other methods specified on our website. Payments will be processed through third parties including Stripe.

Balance of payment

2.4. A further payment is required by way of the Balance Deposit as set out in Schedule A.

2.5. A final payment is required as set out in Schedule A.

- 2.6. All payments are by bank transfer to the nominated account details provided on your invoice.
- 2.7. All fees stated are in Australian dollars.

3. Cancellation and Refunds

Significant levels of planning, preparation and collaboration have occurred in planning the Retreat. Therefore, there is a strict refund policy.

- 3.1. Refunds will not be available in the following circumstances:

- 3.1.1 If you change your mind within 60 days of the Retreat;
- 3.1.2 If you fail to provide medical evidence as requested below.

Application for Refund

- 3.2. If you seek a refund for the Retreat, you must submit a written request to amber@changeyourway.com.au. The request must include the reason for seeking a refund and any supporting documentation if applicable. Verbal requests for a refund WILL NOT be accepted.
- 3.3. Cancellations in the event of illness will require a medical certificate from a medical professional. Please include a copy of any medical certificate with any cancellation request.

Cancellation and Refund Eligibility

- 3.4. If you wish to cancel your registration, notwithstanding applicable Australian consumer rights, refunds will be granted in accordance with the following circumstances:

Cancellation by Participant

- 3.5. The following administration fees will apply to approved refunds **in addition to the non-refundable booking deposit** amount of the Retreat.

Days before Retreat start date	Cancellation fee (% of the Balance payment)
More than 90 days	10%
60-90 days	50%
Less than 60 days	100%

- 3.6. **Payment Plan:** Should you choose to pay via the Payment Plan option, and request cancellation before all payments have been made, you will still be required to pay the full amount of the package.

60 days prior to the Retreat event

- 3.7. Refunds will not be given for cancellations under 60 days prior to departure.
- 3.8. If you fail to arrive, arrive on a date other than your confirmed booking date, or you leave early, your payment is non-refundable.

Cancellation by Amber Clements

- 3.9. In the event cancellation of the Retreat is by the Retreat Organiser for reasons other than Force Majeure (uncontrollable circumstances as described in Clause 4 below):
 - 3.9.1. you will be offered an alternative date for a future retreat; or
 - 3.9.2. you will be provided with a full refund.
- 3.10. Where the minimum number of participants required for the viability of the Retreat is not reached, the Retreat Organiser reserves the right to cancel the Retreat. Refund conditions in clause 3.3. will apply.

Refund processing

- 3.11. Refund requests will be processed within 14 business days from the date of receipt of the written request.
- 3.12. The balance will be refunded via the same method as the original payment. If the refund cannot be processed through the original payment method, alternative arrangements will be made in consultation with the Participant.
- 3.13. All refunds will be made in Australian Dollars (AUD).

4. Force Majeure events (events outside our control)

- 4.1 A Force Majeure event is an event outside our control that delays or hinders the Retreat Organisers ability to perform its obligations under this Agreement.
- 4.2 The Retreat Organiser shall not be liable for any failure to perform their obligations due to events beyond their control, including but not limited to acts of nature, government actions, pandemics (such as COVID-19), or other unforeseeable circumstances.
- 4.3. Upon the occurrence of any Force Majeure Event, the Retreat Organiser shall give notice to Participants of their inability to perform or of delay in delivering and completing the Retreat and shall propose revisions to the Retreat schedule for completion of the services or termination services and this Agreement where it is determined that performance is not

possible because of the duration of effect of the Force Majeure event.

5. Medical treatment – consent

5.1. As a Retreat Participant, you consent to:

5.1.1 receive medical assistance / treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Retreat;

5.1.2. waive any right to bring an action for loss or damage against the Retreat Organiser where assistance / treatment (provided or attempted) has accidentally worsened your condition.

6. Health Disclaimer

6.1. As a Retreat Participant you must complete the medical declaration form sent to you upon booking the Retreat. You must declare any health, medical or dietary issues and requirements to us at the time of your booking within this medical declaration form and where necessary update that information prior to departure and during the retreat.

6.2. Based on your disclosures we may require you to provide a medical certificate confirming that it is safe for you to participate in a retreat.

6.3. If you do not make the Retreat Organiser aware of these at the time of booking, the Retreat Organiser will not be held responsible for any health issues that arise from possible contraindications.

6.4. An environment free of allergens, including but not limited to food allergens, CANNOT be guaranteed on our retreats. It cannot be guaranteed that any particular food product is free of all traces of any particular allergen; that consumption of a food product will not result in some form of allergic reaction, or that the participant will not come into contact with any allergens while in attendance on one of our retreats.

6.5. Despite your disclosures and any medical certificates provided, you are wholly responsible for your own health, safety and wellbeing at all times during the Retreat, including during all activities. You are free to stop or decline participating in any activity at any time for any reason.

7. Media Consent

7.1. You understand you may be photographed or filmed during your participation in any Retreat by Amber Clements.

7.2. You agree to allow your photograph(s), video, or film likeness, in original, altered or enhanced state to be used for any legitimate purpose by Amber Clements.

7.3. By attending the Retreat, you acknowledge and agree as follows:

7.3.1 Amber Clements may edit and use footage captured at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of her business; and

7.3.2 due to the prevalence of mobile recording devices in today's world, Amber Clements disclaims all liability for the capture of your image in any multimedia format by other attendees at the event.

8. Non-discrimination policy

We prohibit discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, colour, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

9. Retreat Conduct and Safety

We are committed to providing a safe, productive, and welcoming environment to all Participants, including Staff and Vendors, at our Retreat.

We have no tolerance for discrimination, harassment, or bullying in any form at our events. Participants are expected to adhere to these principles and respect the rights of others.

9.1 Participation: As a Retreat Participant, you agree to the following:

9.1.1. You agree to participate in the Retreat responsibly and professionally;

9.1.2. Should you engage in inappropriate, illegal or disruptive behaviour (including but not limited to bullying, harassment, discrimination, unlawful, disrespectful or violent or intimidating behaviour) to any person (including but not limited to Amber Clements personnel and employees, the local community, other guests and Participants) you will be asked to leave the Retreat at your own cost and no refund will be available;

9.1.3. During any "free time", you are liable for the activities that you undertake and do so with the knowledge that the Retreat Organiser is not liable for your decisions;

9.1.4. Any intake of alcohol or legal / illegal drugs are done so at your own risk and the Retreat Organiser is not held liable for consequences arising out of your actions in this regard;

9.1.5. You, and not the Retreat Organiser, are solely responsible for any liability for repair, replacement, medical and other associated costs, and any fine or penalty imposed by any relevant authority arising out of your

negligence or deliberate act or omission causing damage to any equipment, premises, vehicle, public or private property or land, or injury harm or death to any person, animal domestic or wild, or flora;

9.1.6. The Retreat Organiser takes no responsibility for the conduct of retreat Participants and will not be held liable for any loss or damage to person or property caused by another retreat participant(s).

Privacy of fellow participants

9.1.7. You may take written notes during all retreat sessions however you are prohibited from recording presentations or private conversations without express consent from the Retreat Organiser or any relevant other party.

9.1.8. You agree not to post selfies and photos taken by you with other participants without their express consent.

What to Do If You Witness or are Subjected to Unacceptable Behaviour

9.2 Participants should report any behaviour inconsistent with these principles to the Retreat Organiser who will be happy to help Participants contact local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the Retreat. We value your attendance.

10. Confidentiality

10.1. Confidential Information: Both parties agree to keep any confidential information exchanged during our Events, including personal and proprietary information, confidential and not disclose it to third parties.

11. Intellectual Property

11.1. Ownership: All our Retreat Content, including the information in our Retreat material, videos, PDFs and all other digital materials (together 'Material') is owned by Amber Clements and is protected by copyright and other intellectual property laws.

Copyright

11.2. All Retreat Material is protected by copyright, and you may not share, copy or redistribute this Material in any medium or format at any time. Our Material is for your personal use only and may not be used for commercial purposes.

11.3. You are not permitted to make any derivative material, including but not limited to copying, reproducing, transforming, sharing or building upon the Material in whole or any part thereof. You must have the Retreat Organiser's express written consent for any other use or distribution.

- 11.4. The Retreat Material provided to you, or presented to you during the Retreat, is our confidential, proprietary information for your sole use as the person purchasing or participating in the Retreat.

12. Limitation of Liability

While the Retreat Organiser will take every possible measure to ensure safety of the Participant during the Retreat, the Retreat Organiser cannot control every circumstance.

- 12.1. You agree and acknowledge that the Retreat Organiser is not liable for any direct, indirect, consequential or incidental loss or damage which may result from you accessing our Retreats or any information contained on our website or linked from it.

- 12.2. You are legally responsible for your safety and any belongings and agree and acknowledge that the Retreat Organiser is not responsible for any loss, damage, cost, expense or other liability whatsoever incurred by you arising out of:

12.2.1. injury, accident or death;

12.2.2. any delay, inconvenience, loss of employment, or frustration, whether physical or mental resulting from, but not limited to any of the following factors:

12.2.2.1. the act or omission of any party including the Retreat Organiser;

12.2.2.2. mechanical breakdown, government actions, weather or any other factors beyond the Retreat Organiser's control;

12.2.2.3. your failure to read the information provided and/or following instruction including but not limited to obtaining sufficient travel protection and health insurance, and providing correct and complete personal health and travel information;

12.2.2.4. your cancellation and/or change of any travel services; and/or

12.2.2.5. your medical or health problems or physical disabilities stated or otherwise.

- 12.3. You agree that any actions you may take or decisions you may make based on information in our Retreats or on our website are made at your own risk and we cannot be held liable for any results or outcomes.

- 12.4. Your use of the information in our Retreats is entirely at your own risk and any reliance on the information should be your own decision or done with the help of a professional advisor.
- 12.5. You agree that you are solely responsible for the safekeeping and care of your personal items and valuables.
- 12.6. The Retreat Organisation holds no responsibility whatsoever for any loss, theft, breakage or damage to personal items and belongings during any Retreat experience, to and from the Retreat or during any Retreat-related experience.
- 12.7. For the sake of clarity, in no event will we be liable for any direct, indirect, consequential, incidental or special damages of any kind including any damages for loss or injury.
- 12.8. Certain legislation, including the Australian Consumer Law ('ACL') in the Consumer and Competition Act 2010 (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified ('Statutory Rights').
- 12.9. Our liability is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

13. Transport

The Retreat Organiser can accept no responsibility for delay or cancellation of any flights, train, buses or other forms of transport.

14. Advice and Information

14.1. Disclaimer: Our Retreats and any related content provided are for educational and general information purposes only and should not be considered professional advice or a substitute for professional training.

You understand and agree that Retreat Organiser does not provide any implied or explicit warranty as to the truth or reliability of any material or information and that any information provided to you during the Retreat and through any media is not tailored or specific legal, tax, investment, business advice or medical advice.

We do not know your personal circumstances when providing this information and it does not constitute, nor should it be treated as personal, legal, business, tax, financial or other advice of any type or nature.

You need to make your own enquiries and analysis to determine if any of the information is suitable for your own particular purposes and suitable for your situation and requirements.

You are responsible for your success and you accept full and sole responsibility for your own decisions, actions and results.

We do not promise, warrant or guarantee any particular results from any of our Retreats or information.

The Material presented in our Retreat is obtained from sources believed to be reliable and is given in good faith but its accuracy and completeness are not warranted, nor do we accept responsibility arising in any way from the data or information, including but not limited to negligence, errors or omissions.

The views expressed by any Retreat attendee, facilitator, or vendor are not necessarily those of Amber Clements.

15. Assumption of Risk

- 15.1. You agree that your participation in all retreat activities, accommodation use, travel and transportation (private, hired, public, with or without a hired driver) is purely voluntary.
- 15.2. You expressly agree to assume all the risk of injury and activity and/or damage in participating in all activities, accommodation use and transport services and options offered during the Retreat.

Third-party service providers

- 15.3. You acknowledge that the Retreat Organiser contracts with a range of third parties and individuals to assist in the running of the Retreat.
- 15.4. To the best of the Retreat Organiser's knowledge, these third parties are qualified to perform the duties they are contracted to perform.
- 15.5. You agree that the Retreat Organiser will not be held liable for injury, damage, loss, delay or irregularity or anything that may occur due to the behaviour of these third parties.
- 15.6. Any advice or information given is given in good faith, but the Retreat Organiser will not be held liable for any outcome resulting from such advice.
- 15.7. You acknowledge that any eventuality of the same risks is not grounds for refund or discount.

16. Third-Party Websites:

- 16.1. We provide our Retreats to you through third-party payment sites and other third-party websites, operating systems, platforms, and portals (collectively, "Third-Party Platforms"). Additional terms and conditions will

apply to you with respect to your use of Third-Party Platforms, which are not under our control. We do not assume any responsibility or liability for your use of such Third-Party Platforms.

- 16.2. You are solely responsible for complying with any relevant terms and conditions of the Third-Party Platforms and maintaining appropriate accounts in good standing with the providers of the Third-Party Platforms. You acknowledge and agree that Amber Clements has no responsibility or liability for any Third-Party Platform or any Customer Data exported to a Third-Party Platform.
- 16.3. Our Retreat Materials may contain links to third-party websites. We are not responsible for the content, accuracy, or reliability of these third-party websites. Your use of linked websites is at your own risk.

17. Dispute resolution

- 17.1. In all disputes that may arise due to the implementation of this Agreement, peaceful settlement methods shall be applied first.
- 17.2. You understand and agree you will contact the Retreat Organiser immediately with any concerns so that they may be resolved quickly and effectively through friendly consultation.
- 17.3. If a resolution cannot be reached:
 - 17.3.1. Any disputes will be subject to mediation or arbitration as provided on our [website](#);
 - 17.3.2. Confidentiality is paramount to both parties personal and professional reputations and standing in their business and community.
 - 17.3.3. At no time will any communications or discussions be made public. This includes but is not limited to any social media websites of either party.
 - 17.3.4. Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

18. Governing law

You understand and agree:

- 18.1. The Terms and Conditions of this Agreement are governed and construed under the laws of Australia.
- 18.2. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of Queensland.

19. Australian Consumer Law (ACL)

19.1. Consumer Rights: Nothing in these Terms and Conditions excludes, restricts, or modifies any consumer guarantees or rights under the Australian Consumer Law (ACL). Our liability for breach of any such guarantee is limited to the extent permitted by law.

20. General

We reserve the right to change, amend, add or remove any of the above Terms & Conditions at our sole discretion and without prior notice. If one or more of the conditions outlined in these Terms & Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all Retreat Participants.

20.1. Assignment: You may not assign or transfer your rights or obligations under these Terms and Conditions without our prior written consent.

20.2. Severance: If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.3. Entire Agreement: These Terms and Conditions constitute the entire agreement between you and Amber Clements regarding registration and participation in our Retreats.

20.4. Waiver: Failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of such provision.

20.5. Governing Law: These Terms and Conditions are governed by the laws from time to time in force in Queensland of Australia. Both parties agree to unconditionally submit to the exclusive jurisdiction of the Courts of Queensland for determining any dispute concerning these Terms.

By paying your deposit, YOU, the participant, affirm you have read and understood this Retreat Participation Agreement and voluntarily agree to these terms.

Amber Clements

amber@changeyourway.com.au

8 February 2024