

## Seminar Terms & Conditions

Please refer below to the terms and conditions regarding payment and attendance terms and conditions ("Terms and Conditions") for the Law of Attraction in Vegas Seminar with Hemal Radia, scheduled for September 25<sup>th</sup> and 26<sup>th</sup> 2010 ("the Seminar"). If you have any queries relating to the specific terms and conditions for the Seminar, please contact us by emailing [Steph@LOAinVegas.com](mailto:Steph@LOAinVegas.com).

These terms and conditions constitute a binding agreement between you and Hemal Radia, a sole proprietor operating under the name "Manifesting and the Law of Attraction" and supersede any conflicting representations, correspondence or discussions. By submitting your payment to Hemal Radia, you agree unequivocally that these Terms and Conditions form a contract between you and Hemal Radia.

### 1. Time, Place and Delivery.

Your payment entitles you to a seat at the Location during the Seminar hours as defined in the event details set forth at <http://www.LOAinVegas.com>; and to receive a copy of any materials provided during the course of the Seminar, subject to Section 5 below.

We reserve the right to change the Seminar days, hours and/or Location by notifying you in writing of the change and detailing substitute days, hours and/or Location and we shall bear no liability whatsoever to you in connection with such change, and you shall make no claim against us (including without limitation, a refund, except as specifically set forth below), in respect of such change(s). We also reserve the right to cancel any Seminar. We are not responsible for any consequential, indirect, or incidental expenses or damages incurred as a result of any modification or cancellation, including without limitation to costs spent in preparation, non-refundable or penalty-carrying airline tickets, special clothing, visa and passport fees, lost income and any other related losses or expenses.

The payment set forth below is exclusive of the cost of lodging, meals or beverages not specifically set forth in the event details, or the costs of airfare or transportation to the Location.

### 2. Investment and Payment.

You must pay to us in consideration for a seat at the Seminar:

(a) the sum of Four Hundred Ninety-seven Dollars (\$497.00) USD in one lump sum without set off, deduction or counterclaim; and you may bring a spouse for Three Hundred Forty-seven Dollars (\$347.00) USD; provided however, that the following exceptions shall be permitted.

(b) for attendees who pay for the Seminar prior to May 21, 2010, the cost will be reduced to Four Hundred Forty-seven Dollars (\$447.00) USD in one lump sum without set off, deduction or counterclaim. Furthermore, such 'early bird' attendees will be entitled to the special low rate of Ninety-nine Dollars (\$99.00) per night (subject to availability and exclusive of taxes).

(c) Payments made hereunder shall be made via the means specified in the event details.

### 3. Day Cooling Off.

If you advise us by notice in writing within five (5) days of making your payment that you do not wish to attend the Seminar, we shall refund to you all monies you have paid to us within fourteen (14) days of your written notification and you shall have no further recourse of any kind.

### 4. Refunds.

We may cancel the Seminar for any reason by written notice to you. We will also refund you the payment(s) you have actually paid to us within seven (7) days of providing you with notice of cancellation. We shall have no further liability to you in respect of the cancellation.

In the event, you wish to transfer your confirmed seat at the Seminar to a third party, wherever possible your

## Law of Attraction in Las Vegas Seminar, 25th & 26th September 2010

requests will be accommodated. In such event, you would be required to notify us in writing pursuant to Section 11 below, providing the full name, address and telephone number of the person taking your place at the Seminar. Such individual would be required to agree to these Terms and Conditions as well as the Release set forth in Section 10 below. We reserve the right to refuse if we are unable to comply for any reason. You acknowledge that you shall not be entitled, and shall not claim a refund other than by strict compliance with sections 3 and 4 herein. You further acknowledge that this is an essential provision upon which these terms and conditions are based.

### 5. Intellectual Property.

We retain all right, title and interest in any and all intellectual property used by us in the course of the Seminar or provided in any materials and all intellectual property we may develop as a result of the performance of the Seminar. In performing the Seminar, we do not transfer title to you in any intellectual property in any manner nor license any such intellectual property to you.

You may not use a recording device or record the event. All of the information, content, audio recordings, articles, course materials, and proprietary e-products contained herein, even after purchase, are copyrighted and subject to intellectual property laws. They may not be reproduced, re-sold, re-worded, re-used or exploited in any way without our express written permission. All materials are provided for your personal use only, unless otherwise stated. Reproduction is strictly prohibited. You may not copy, sell, modify, or transfer the licensed program or proprietary product, except as or if provided for herein. Unauthorized use shall result in immediate and automatic termination of your license to use purchased materials and may result in prosecution.

### 6. No Warranties.

Every effort has been made to accurately represent the Seminar and its potential. We make no warranty, express or implied as to the specific monetary or other results achievable as a result of the attendance at or purchase of the Seminar and/or books. The results achieved are understood to be solely your responsibility.

### 7. Disclosures.

You acknowledge that neither we, nor any of our representatives or any person we engage to perform any activities in connection with the Seminar or contents of the materials are licensed therapists and as such this Seminar shall not be deemed a substitute for clinical therapy.

### 8. Other Documents.

Subject to your rights under the Privacy Act 1988, you may be required to complete and deliver to us other documentation, including questionnaires.

### 9. Limitation of Liability.

We:

- (a) exclude all terms, conditions and warranties express, implied or statutory, implied by custom, the general law or which cause any part of this document to be voided ('Non-excludable condition');
- (b) limit our liability to you for breach of any Non-excludable Condition to the total amount actually paid by you under this agreement;
- (c) limit our liability to you for any claim (whether arising in contract, tort or statute) for loss or damage suffered by you in relation to the performance of Seminar to the total amount actually paid by you to us;
- (d) excludes all liability for consequential damage (including but not limited to, lost revenue or lost profit) suffered by you in any way relating to the Seminar or your exercise of rights hereunder.

### 10. Release.

As a participant at the Seminar you will be asked to agree to the following release:

*I, the undersigned, hereby agree that I am fully responsible for taking all necessary steps to understand my own health and physical condition, as well as the physical and emotional requirements that may be associated with this Seminar, and I further acknowledge that I fully understand and that my participation in the Seminar may elicit*

## Law of Attraction in Las Vegas Seminar, 25th & 26th September 2010

*emotional responses, and am voluntarily participating in and assuming all risks associated with my participation in the Seminar.*

*Having such knowledge, I hereby release Hemal Radia, personally and in his role as sole proprietor for "Manifesting and the Law of Attraction", including without limitation, any representatives, agents, contractors, volunteers, and successors from and against any and all liability for personal injury, illness, emotional trauma, property damage, additional travel expenses, and loss of enjoyment, which I may incur as a result of participating in the said Seminar. I hereby assume all risks connected therewith and consent to participate in said Seminar. I do hereby for myself, my heirs, executors and administrators waive, release, and forever discharge any and all rights and claims for damages or liabilities that I may have or that may accrue to me arising out of or in any way connected with my participation in the Seminar, including without limitation, any extracurricular activities I may engage in during the Seminar, whether or not sponsored by Hemal Radia.*

*I understand that I have been advised to consult with my physician as to whether I can safely participate in this Seminar and by my signature below, I hereby represent and warrant that there are no physical limitations or conditions which would in any way affect my participation, nor are there any medical or psychiatric precautions which I must observe as a contingency to my participation in the Seminar. Should I become aware of any such conditions or physical limitations subsequent to the date of this Release; I will immediately notify Hemal Radia (or his designated representative) in writing of such condition or physical limitation.*

*I understand that my photo may be taken during the event and further that the event will be videotaped, and all or portions of such videotape and photo may be used, reproduced, displayed and distributed in any manner and in any medium (currently in existence or which may come into existence in the future) as part of the promotional activities engaged in by Hemal Radia. I further understand that I am not obligated to publicly disclose any information that I wish to remain confidential, however, if I choose to do so during any of the sessions, I understand and agree that such information will not be held in confidence and that it may be included in the videotapes of the event to the extent that same are made public. By my signature below, I agree to the provisions of this paragraph, and hereby waive any and all rights in any use of any oral or visual depiction of myself, whether by written quote, podcast, video, photo or otherwise.*

*I further agree to indemnify and hold harmless Hemal Radia from and against any and all claims, suits, losses or related causes of action for damages, including without limitation, claims arising from any injury, property damage or death, accidental or otherwise, resulting from or arising under my participation in the Seminar.*

### **11. General.**

All notices or other communications must be made to Hemal Radia, 200 Eastcote Road, Ruislip, Middlesex, HA4 8EG, United Kingdom.

A notice is received if left at the recipient's address, on the date of delivery; if sent by prepaid post, 3 days after the date of posting; or if sent by email (return receipt requested) or if sent by fax, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice.

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.

Any provision in this deed which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the validity or enforceability of that provision in any other

## Law of Attraction in Las Vegas Seminar, 25th & 26th September 2010

jurisdiction.

This agreement may not be modified except in writing signed by both parties.

**Please Note:** Your appearance and any testimonial that you choose to provide during or after the Seminar may be used for promotional purposes.

Should any provision of this agreement be held by a court to be unlawful, invalid, unenforceable or in conflict with any rule, statute, ordinance or regulation the validity and enforceability of the remaining provisions will not be affected.

This agreement constitutes the entire agreement between the parties. Any prior arrangements, agreement, representations or undertakings (oral or written) are hereby superseded.

This agreement is governed by the laws in force in Great Britain and the parties submit to the exclusive jurisdiction of the courts of Great Britain.

### **12. Indemnification and Covenant Not to Sue**

You hereby release, waive, discharge and covenant not to sue Hemal Radia, personally or in his role as sole proprietor of "Manifesting and the Law of Attraction", the promoters or affiliates, other participants, owners or employees of the Trump Hotel, or any other individuals associated with the Seminar and each of them, their directors, officers, agents and employees (collectively referred to herein as "Releasees,") from and against any and all liability that you may incur, including without limitation, any physical, emotional, psychological harm and/or damage and/or death and/or loss of personal property and any claims or demands therefore arising out of or related to the Seminar, whether caused by the negligence of the Releasees or otherwise.

You hereby agree that you have read these Terms and Conditions, including without limitation, Sections 4, 5, 9, 10 and 12 and fully understand these Terms and Conditions, and that you have signed it freely and voluntarily without any inducement, assurance or guarantee being made to you, and you intend your payment for the Seminar to serve as acceptance in full of these Terms and Conditions, as well as a complete and unconditional release of all liability to the greatest extent allowed by law.