

## Terms of Participation

### 1. Your contract with Austrade

- a) The Commonwealth of Australia as represented by the Australian Trade and Investment Commission, ABN 11 764 698 227 ("**Austrade**") is running the mission, event, exhibition or trade show (the "**Activity**") either described on the web page of the Austrade website that contains the link to the online registration form or sent to you directly in writing ("**Activity Description**"). The Activity Description may also link to documents further describing the Activity.
- b) By submitting a completed online registration form through Austrade's website or by email to Austrade (your "**Application**") you are making a legally binding, irrevocable offer to participate in the Activity.
- c) **Evaluation:** Austrade will consider your Application and provide you with a timely response in writing. Austrade may refuse your Application at its sole discretion, and its decision is final and not subject to challenge. Austrade may, at its discretion, accept or reject an Application received after a deadline set by Austrade. Austrade is not required to provide reasons to you for deciding not to accept the Application.
- d) **Acceptance:** If Austrade accepts your Application, Austrade will send an email to the email address you specified in the Application that confirms your participation in the Activity (the "**Acceptance**").
- e) **Contract:** When you receive the Acceptance, these Terms of Participation ("**Terms**"), the Activity Description, and the Application together will form one legally binding contract between you and Austrade (the "**Contract**").
- f) **Representatives:** Any rights or obligations conferred upon you in this Contract are also deemed to be conferred upon your employees, agents, licensees, invitees, delegates, representatives, appointees and contractors (each a "**Representative**").

### 2. Cooling off period

Following receipt of the Acceptance, you will have three (3) working days during which you may in writing withdraw from the Contract without incurring any liability to Austrade (the "**Cooling Off Period**").

### 3. Austrade's services

- a) Austrade will in accordance with the Contract provide organisational and/or support services to enable your participation in the Activity.
- b) **Subcontracting:** Austrade may subcontract any part of the performance of this Contract. If Austrade has in relation to the Activity engaged a subcontractor, such as an event or venue manager, Austrade will direct you to the relevant terms of the applicable subcontract.
- c) Austrade will endeavour to ensure that the Activity proceeds in accordance with the details on the Activity Description and linked up documents. However, Austrade may, at its sole discretion, make changes to the Activity at any time without prior notice to you. These changes may include ministerial involvement in the Activity.

### 4. Participation Fee

- a) You agree to pay the fees and charges set out on the Activity Description, or as reasonably notified to you in writing by Austrade from the time of Acceptance (the "**Participation Fee**").
- a) Unless indicated otherwise by Austrade in writing, you must pay the Participation Fee at least 30 days prior to commencement of the Activity.
- b) Depending on the Activity, you may be asked by Austrade to pay a deposit towards the Participation Fee at the time of Acceptance.
- c) Austrade may cancel your participation in the Activity if you fail to pay a deposit or balance of the Participation Fee by the due dates specified by Austrade.

### 5. Your responsibilities

- a) **Costs:** You will make all arrangements, accept all responsibility and meet all costs in relation to your participation in the Activity. Such costs may include but are not limited to visa application fees, travel and accommodation costs.
  - b) **Risks:** You acknowledge that your participation in the Activity may expose you to the risk of damage, loss or harm. You will not hold Austrade responsible for any damage, loss or harm that occurs as a consequence of participation in the Activity.
  - c) **Directions:** You agree that you will follow reasonable directions given by Austrade or its subcontractors in relation to your participation in the Activity.
  - d) **Travel advice:** You acknowledge that you are solely responsible for making yourself aware of all relevant information, including public health and travel advice, available in relation to the country where the Activity is taking place and any countries through which you or your property will transit to participate in the Activity. Austrade strongly recommends that you consider the travel advice issued by the Department of Foreign Affairs and Trade ("**DFAT**") at [www.smartraveller.gov.au](http://www.smartraveller.gov.au).
  - e) **Insurance and professional advice:** Austrade strongly recommends that you take out appropriate insurance to cover risks, including travel insurance, which may arise due to your involvement in the Activity and that insurance is maintained at all relevant times. Austrade recommends that you seek professional advice concerning the risks and relevant insurances relating to your participation in the Activity.
  - f) **Integrity:** You acknowledge that Austrade will not work with organisations which do not maintain appropriate ethical standards and meet relevant legal and regulatory obligations, or whose activities might discredit Australia, the Australian Government or Austrade. You therefore assure Austrade that:
    - i. prior to and throughout the term of this Contract, you have sought to comply with all relevant laws and regulatory requirements, including anti-bribery and money laundering laws in the jurisdiction governing this Contract and that you have systems in place to monitor, detect and report breaches;
    - ii. you conduct all commercial dealings in an ethical manner and in a way which will not discredit Australia, the Australian Government or Austrade; and
    - iii. you will notify Austrade of any material change in circumstances in relation to these matters.
  - g) **Withdrawal:** Austrade accepts no responsibility for any financial losses incurred by you if you withdraw from the Activity. You will be liable for any direct costs incurred by Austrade up to the value of the full Participation Fee, if you decide to withdraw at any stage after the end of the Cooling Off Period.
  - h) **Specific Activities:** Clauses 11 to 12 apply to the extent that they are applicable to you or the Activity.
- ### 6. Cancellations and other changes
- a) **Austrade changes:** Austrade, at its sole discretion, can by notifying you until five (5) business days before the starting date of the Activity, impose additional terms and conditions to the Contract.
  - b) **Modification in special circumstances:** Austrade may cancel, postpone or modify the Activity at any time:
    - i. if the risk to person, property or national security is considered by Austrade, in its absolute discretion, to be unacceptable;
    - ii. for administrative reasons (e.g. due to a change in the venue) or if, in Austrade's view, the Activity may not achieve its purpose (e.g. because market forces have changed);
    - iii. for any unforeseen reasons or incidences, including but not limited to, force majeure, changes in international relations and ministerial involvement; or
    - iv. if an insufficient number of participants is achieved.
  - c) **Suspension or termination for conduct:** Austrade reserves the right to immediately suspend or terminate services under this Contract at its sole discretion if it considers ongoing services may bring the parties or the Commonwealth into disrepute.

## Terms of Participation

Considerations will include potential or actual breach of Australian or local law, including anti-bribery laws, solvency, commercial dispute, unethical or immoral acts or any matter where ongoing provision of services is considered not in the best interests of Australian trade.

- d) **Exercise of rights:** If Austrade exercises a right under clauses 6.b) to 6.c):
- Austrade will notify you in writing to the email address in your Application as soon as practicable following its decision to exercise such rights; and
  - you agree that Austrade will not be liable to pay compensation, damages or costs to you resulting from the exercise of such rights.

### 7. Privacy

- a) You consent to the personal information collected in the Application being stored as a contact record in Austrade's database, which is accessed by both Austrade and DFAT staff in Australia and overseas locations.
- a) You consent to the sharing of personal information:
- for the purpose of the Activity;
  - to third parties who may be able to assist in the your export and investment activities;
  - to third parties for the purpose of any function or activity carried out by Austrade, including to promote export and investment opportunities generally and sharing with other government agencies; or
  - if required or requested by any judicial, parliamentary or governmental committee, member or agency.
- b) Austrade will only collect, use and disclose personal information in accordance with the *Privacy Act 1988 (Cth)* and Austrade's privacy policy. For further information, please click on this link: <http://www.austrade.gov.au/Site-information/privacy-policy>

### 8. Intellectual property

- a) **Licence:** You grant Austrade a perpetual, irrevocable, non-exclusive, world-wide, royalty free, fully paid up licence to all relevant intellectual property rights in any material, including but not limited to information, video, images or other marketing collateral, which you provide or which Austrade records in relation to your participation in the Activity ("**Material**").
- b) **Accuracy:** You warrant that all Material that you provide is accurate and free from errors. To the extent permissible by law, Austrade shall not be under any liability (contract, tort or otherwise) to you in respect of any loss or damage (including, without limitation, consequential loss or damage) however caused, which may be suffered or incurred or which may arise directly or indirectly in regard to the use of the Material.
- c) **Adaptation and distribution:** Austrade may adapt or modify the Material and distribute and communicate the Material on or via media (including the internet), provided that such use is for the purposes of the Activity or Austrade's public purpose of promoting Australian capabilities and opportunities in trade and investment. You acknowledge that once the Material has been published, Austrade may not have control over the subsequent use and disclosure of the Material.

### 9. Liability and indemnity

- a) **Breach:** A breach of Contract by any Representative constitutes a breach of this Contract by you.
- b) **Indemnity:** You agree to indemnify Austrade, its employees, contractors and agents (the "**Indemnified**") against all actions, proceedings, claims and demands which may be brought or made against the Indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:
- your involvement in the Activity;
  - any property owned, operated, exhibited, displayed, demonstrated by or under your direct or indirect control, or Austrade's control on your behalf;
  - reliance on the accuracy of the Material by Austrade; or

iv. any breach of third party intellectual property rights by use of the Material.

- c) **Extent of indemnity:** The indemnity in clause 9.b) includes any costs incurred by Austrade (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claims and demands or in being represented at proceedings, inquiries or requests.
- d) **Force Majeure:** Austrade will not be liable to you for any loss suffered, nor be in default under this Contract for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil or military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of Austrade, or if the attendance at the Activity is adversely impacted by any of the causes nominated by this clause.

### 10. General

- a) **Export Market Development Grants Scheme ("EMDG Scheme"):** You may be eligible to claim expenses associated with the Activity under the EMDG Scheme. Participants should make enquiries with Austrade as to their eligibility for the EMDG Scheme given the strict time limits in which to make an EMDG Scheme application. You acknowledge and agree that participation in the Activity does not constitute a representation by Austrade that you are eligible to apply under the EMDG Scheme.
- b) **Hard copies:** Austrade may at its sole discretion request or agree to accept hard copies of the Application and any supporting documents.
- c) **Joint applications:** Joint applications are only possible when Austrade nominates this option on the Activity Description.
- d) **Variations:** Changes to the Contract are binding only if agreed in writing and signed by the parties.
- e) **Applicable law:** The Contract is governed by and is to be construed in accordance with the laws of the Australian Capital Territory ("**ACT**"). You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the ACT.
- f) **Severability:** If any term, condition, provision or covenant contained in the Contract is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from the Contract and the remaining terms of the Contract will survive and remain in full force and effect.
- g) **Survival:** All indemnities and licenses survive termination of the Contract.
- h) **Interpretation:** In case of any inconsistency, these Terms take precedence over the Activity Description and the Application.
- ### 11. Terms applicable to trade shows, exhibitions and virtual events
- a) **Display space:** Austrade will at the event venue, site or online platform designated by Austrade ("**Venue**") allocate to you a display space ("**Space**") consistent with the Activity Description and the Application. Austrade and online platform providers reserve the right to determine the visual elements of the Space and to limit the use of extra furnishings or features deemed inappropriate or unsuitable to the overall aesthetics or functionality of the Venue.
- b) **Allocation of Space:** Austrade will, at its sole discretion, allocate your Space at the Venue, taking into account the design and limitations of the Venue and any other special circumstances that may arise. Austrade is not obliged to make any changes to its allocation of Space, except at its discretion. Austrade reserves the right to replan or amend the allocation of Space at its discretion.
- c) **Hours:** Austrade will determine the hours during which the Activity will be conducted (the "**Event Hours**") and the hours that you will have access to the Venue. Austrade may vary such times at its discretion.
- d) **Setup and staffing costs:** Where applicable, you must arrange and pay for all costs associated with:

## Terms of Participation

- i. shipping any of your Space related equipment or marketing materials (“**Collateral**”) to and from the Venue, including packaging, documentation, freight, handling, insurance, customs clearance, import duties, bonds and other taxes;
  - ii. the lawful removal and/or disposal of Collateral from the Venue; and
  - iii. the staffing of your Space.
- e) **Online marketplaces:** If a Space is on an online marketplace platform, you agree to:
- i. participate as a fully functional member of the platform by providing relevant business information and Collateral to ‘set up shop’ virtually;
  - ii. commit to a schedule of meetings and show courtesy to other platform participants, including by adhering to meeting schedules and notifying unscheduled changes; and
  - iii. your Space being linked to an Australian landing page on the platform that will showcase Australian participants and their capabilities.
- f) **Shared shipping arrangements:** Austrade may nominate a forwarding agent (“**Shared Forwarder**”) to rationalise shipment of Collateral from Australia to the Venue. You may decide to use the Shared Forwarder but are under no obligation to do so. If you wish to use the Shared Forwarder, you must liaise with the Shared Forwarder and pay any fees incurred in respect of your Collateral. Where a Venue operator nominates a mandatory freight forwarder, you agree to use the mandatory forwarder and be bound by its terms. You acknowledge that Austrade bears no liability for the shipping of any Collateral and that this remains your sole responsibility.
- g) **Delivery, setup and removal:** You are responsible for the prompt delivery to, setup at, and removal of all Collateral from the Venue. If you fail to occupy your allocated Space by the start of the Event Hours, Austrade may cause the Space to be occupied in the manner it deems appropriate, without releasing you from any liability under this Contract.
- h) **Staff presence:** Except for web promotions and virtual showcases, at least one Representative of yours must be present at your Space at all times during Event Hours. Where a virtual Activity includes time-bound interactions, you must ensure that at least one Representative participates in such time-bound interactions. Austrade will use its best efforts to advise of scheduling requirements prior to the Activity.
- i) **Amenity:** You must ensure that your allocated Space remains presentable. You agree not to display any Collateral in a way that obstructs or affects other participants or public spaces.
- j) **Removal:** You must not remove any Collateral on display at the Venue during Event Hours unless directed to do so by Austrade. You must take possession of your Collateral immediately after the end of the Event Hours or when requested to do so by Austrade.
- k) **Shared booths:** The decision to allow shared displays or booths and the extent to which sharing is permissible shall be made by Austrade at its sole discretion.
- l) **Assignment:** You must not assign, sub-let or share the whole or any part of your Space to a third party without Austrade’s prior written consent.

## 12. Terms applicable to education providers

- a) **Registered providers:** Participants in an education Activity must generally be Australian institutions with current Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) registration.
- b) **Austrade right to decline:** Austrade reserves the right to decline your Application if you do not, where applicable:
- i. meet CRICOS registration requirements;
  - ii. have the capacity to supply the types of training or educational courses identified by Austrade as being areas of highest demand to the selected market; or
  - iii. demonstrate commitment to such market.

- c) **Ancillary providers:** Austrade may at its sole discretion consider applications from ancillary service providers to the education and training sector if the service provided:
- i. is relevant to the objectives of the Activity;
  - ii. assists students to make informed decisions about courses of study in Australia; or
  - iii. directly benefits a CRICOS registered institution.