

## International Media Hosting Program Terms and Conditions of Participation

### Introduction

Tourism Australia operates the International Media Hosting Program (“IMHP”). The IMHP is a program under which you as a media representative, or you as part of a media group, have been invited to Australia with the view to generating positive and motivational coverage on Australia as a visitor destination. If you wish to participate, you will need to agree to the following terms which govern your participation.

### Activities

Your participation could include one or more of the following activities:

- Your flights to and from Australia;
- Your accommodation while in Australia;
- Participation in tourism activities as outlined in your itinerary.

### Your obligations

#### ATWS Registration

As an invited buyer you must be a registered attendee of the Adventure Travel Trade event, Adventure World Summit, 6-9 October 2020.

#### Insurance

You acknowledge and agree that it is your responsibility to arrange, prior to commencing the IMHP, comprehensive travel insurance to cover:

- Overseas medical expenses
- Personal accident and sickness
- Travel disruption
- Baggage (including personal effects and professional equipment)
- Evacuation (e.g. due to political unrest and natural disaster)
- Personal liability
- Kidnap and ransom

#### Visa

You are responsible for arranging an applicable visa for your visit to Australia to participate in the IMHP. Tourism Australia recommends that you follow the relevant guidance of the Department of Immigration and Border Protection on its website and/or through your local embassy or consulate, and/or that you seek the assistance of a registered migration agent.

#### Liability

To the extent permitted by law, Tourism Australia and State Tourism Organisation partners; Destination NSW, Tourism and Events Queensland, Tourism Victoria, South Australian Tourism Commission, Tourism Western Australia, Tourism Northern Territory, Tourism Tasmania and Visit Canberra, will not be liable for any indirect or consequential loss, or loss of income, profits, revenue or business, loss of or damage to goodwill, loss of business reputation, loss of data, loss of access to markets, loss of production, loss or denial of business opportunity, loss of anticipated savings, business interruption, or damage to credit rating, howsoever arising out your participation in the IMHP.

To the extent permitted by law, Tourism Australia’s maximum aggregate liability to you arising out of or relating to the performance under the IMHP by Tourism Australia shall in no circumstances exceed the financial contribution to your involvement in the IMHP made by Tourism Australia as at the date of any claim.

#### Media Coverage

You grant Tourism Australia a licence, or you will arrange for permission from the copyright owner, to make the published versions of your story(ies) available on Tourism Australia’s media coverage site ([coverage.australia.com](http://coverage.australia.com)). Tourism Australia will undertake best endeavours to ensure the coverage will be available only to organisations who have supported the visit. Tourism Australia will further undertake best endeavours to not distribute the coverage or make it available publicly via the media coverage site.

#### The itinerary for your visit

Your itinerary has been created uniquely with your story objectives in mind and we wish to ensure that your visit enables you to achieve your visit objectives. You are therefore required to review your itinerary carefully before you leave for Australia and to note your obligations in relation to honouring all components of your itinerary.

This includes:

- Conducting all interviews as outlined in your itinerary
- Conducting all site inspections as outlined in your itinerary

- Attending all tours as outlined in your itinerary
- Attending all meals as outlined in your itinerary
- Consenting to travel with any tourism guides or media escorts as outlined in your itinerary
- Checking in for all flights on time as outlined in your itinerary
- Staying at the overnight accommodation as outlined in your itinerary

Tourism Australia understands that there will be times when you may be running late for your appointments. When this occurs, it is your responsibility to contact the operator or person whose name appears on your itinerary and inform them of your delay. Please be advised that there will be limited opportunity for us to change your itinerary once you have commenced your journey in Australia. It is also important to note that you should not cancel or alter any part of your itinerary without first informing your Tourism Australia contact as specified at the beginning of your itinerary. If you wish to change your itinerary during your visit, Tourism Australia may require you to pay for any alternative arrangements made. Tourism Australia will not accept any financial responsibility for any activity that you organise on your own behalf and that is not listed on your itinerary. Please review your itinerary carefully as there may be activities listed that you are required to pay for. Tourism Australia will not accept financial responsibility for these activities. Please note your itinerary arrangements do not include expenses such as mini bar, in room entertainment, internet, laundry service, telephone, fax or other communication costs, tipping, drinks and alcohol, departure taxes and meals (unless specified otherwise).

### Driving in Australia

If you are involved in a self-drive visit, or you are required to drive at some time during your visit to Australia whether planned, or unplanned, you must hold a full current driver's licence that is valid in Australia. It is important to be aware of the distances you may be required to drive. As Australians drive on the left-hand side of the road, our roads, road conditions and road rules are likely to be very different to those that you are used to. If you are hiring a car, you will be responsible for checking the condition of your vehicle before leaving the hire car premises as well as the wear and tear of the vehicle. You will further be required to fill the car with petrol, at your own cost, throughout the hire duration and prior to returning the car. If you, or one of your passengers, are not listed as a driver, you must not drive a hire car. In hiring a car, you are agreeing to the terms and conditions of the hire car company and Tourism Australia will accept no responsibility for any breaches to these terms and conditions. Tourism Australia accepts no liability in the event of any damages.

### Travelling with family and friends

Tourism Australia will not support, or accept liability for, family or friends who wish to travel with you to Australia or during your visit within Australia. Consequently all arrangements we make to support your visit to Australia, will be with you and you alone. If during your visit to Australia you are joined by family or friends, you must continue to honour your obligations and complete all activities within your itinerary. If Tourism Australia does not agree to you travelling with family or friends, Tourism Australia has the right to withdraw support for your travel.

You agree that:

- I. You will be responsible for making all arrangements direct with the tourism operator for your family or friends.
  - II. You will pay for all activities in which your family or friends participate in.
  - III. You will not approach the tourism operator for discounts for family or friends.
- If, for whatever reasons, a tourism operator does not agree to allow your family or friends to participate in a particular activity, Tourism Australia may also withdraw support for this activity. Where this occurs Tourism Australia may require you to pay for any alternative arrangements made on your behalf.

If during your visit to Australia you are joined by family or friends;

In regards to rental vehicles

- I. During your visit to Australia, Tourism Australia will not book or pay for a rental vehicle if you are travelling with family or friends.
- II. If, during your visit to Australia, you are subsequently joined by family or friends and you have a rental vehicle, Tourism Australia reserves the right to withdraw our support for the payment of all rental vehicle charges.

In regards to meals

- I. During your visit to Australia, Tourism Australia will not book or pay for any meals if you are travelling with family or friends.
- II. If, during your visit to Australia, you are subsequently joined by family or friends, Tourism Australia reserves the right to withdraw financial support for all meals and will be required to cancel all restaurant bookings listed on your itinerary.

In regards to your itinerary

- I. Where an interview has been arranged as outlined in your itinerary, you agree that you will attend this

interview without family or friends present. Tourism Australia will not accept any financial responsibility for any activity that you organise on behalf of your family or friends. Tourism Australia will not accept any liability for family or friends travelling with you.

#### **Mastercard Debit Card**

If Tourism Australia has provided you with a spending card to use during your visit to Australia, you agree to only use it for incidental travel experiences such as fuel, transport and casual dining, as indicated in your itinerary. You are not authorised to withdraw cash from the spending card. All transactions must be made directly with the retailer using the 'Credit' account. At the end of your stay you must return your receipts to Tourism Australia. Tourism Australia will also receive a transaction report from Mastercard for expenditure on the card.

#### **Your privacy**

Tourism Australia is required to comply with the Australian Privacy Principles under the *Privacy Act 1988* including any other applicable privacy and data protection laws.

You consent to us storing your personal information in databases that are hosted in Australia, and to us using your personal information to administer the IMHP and to plan and manage your visit to Australia. Your personal information collected will be handled in accordance with the *Tourism Australia External Privacy Policy* which can be found at <http://www.tourism.australia.com/privacy.asp>, which also contains information about disclosures and your data subject rights.

#### **Jurisdiction**

These terms and conditions are subject to the laws of New South Wales, Australia.

#### **Code of Conduct**

Companies are responsible for all delegates representing them at Australia Marketplace ATWS 2020 Media Program and related events. All participants must adhere to the [Tourism Australia Event Code of Conduct](#), which is a condition of participation at all Tourism Australia events.

Tourism Australia may, in its sole discretion, refuse a delegate entry into, or remove a delegate from, any Australia Marketplace ATWS 2020 Media Program event (official, unofficial or related events) and prohibit them and/or their company from participating in the remainder of Australia Marketplace ATWS 2020 Media Program (and/or future Australia Marketplace ATWS events) without compensation, if Tourism Australia considers, acting reasonably, that the delegate is acting in contravention of Tourism Australia's Code of Conduct – for example, acting in such a way that:

- a) Interferes with the enjoyment, comfort or safety of other persons at the event(s); or
- b) Threatens the reputation of Tourism Australia or the Australia Marketplace ATWS 2020 Media Program event

This includes, but is not limited to, inappropriate behaviour such as harassment, violence, racial vilification, intoxication and downloading illegal material using Internet services provided at Australia Marketplace ATWS 2020 Media Program. Please refer to [Tourism Australia's Code of Conduct here](#).

**By ticking agree, you acknowledge that you have carefully read this document and fully understand its contents, and accept these terms and conditions govern your participation in the IMHP.**