

TERMS AND CONDITIONS | IMEX America 2021 – Tourism Australia

Terms

By submitting a registration to attend IMEX America 2021 with Tourism Australia to be held at Mandalay Bay, Las Vegas on Monday, 8 November 2021 to Thursday, 11 November 2021 (**Event**), and accepting to participate in the Event, you agree that this Event Terms and Conditions together with the [Tourism Australia's External Privacy Policy](#) and the [Tourism Australia Event Code of Conduct](#), the COVID-19 Protocols and any other Event policies (as directed by Tourism Australia from time to time), that will govern your application and participation in the Event.

Organisation representation

- a) All references to “TA”, “us” or “we” means Tourism Australia, ABN 99 657 548 712, a registered body in Australia.
- b) All references to “you” or “your” in these Terms means the organisation that is listed as the applicant in the online registration form that is applying for participation in the Event (**Registration Form**), and all rights conferred and obligations imposed on you in these Terms are deemed to have been accepted by and imposed on the organisation and its employees, agents and contractors. Any breach of these Terms by you, or any of your employees, contractors, licensees or invitees of your organisation constitutes a breach of these Terms by the organisation.

Application and deadlines

To secure your place at the IMEX America 2021 ‘Australia’ stand, please complete the Registration Form by 5.00 pm Australian Eastern Standard Time (AEST), Friday, 13 August 2021.

Confirmation of your registration will be advised via email by **Monday, 23 August 2021**. Once confirmed, you will be provided with the requirements for producing graphics for your booth.

- a) In order to participate in the Event, you must fill out all required fields of the Registration Form for the Event, including provide all supporting documentation required by Tourism Australia, and also provide a written submission which demonstrates that you meet the applicable criteria.
- b) All Registration Forms and supporting documentation must be received in full by Tourism Australia by Friday, 13 August 2021. Tourism Australia reserves the right to reject any applications for registration or part thereof which is received after the submission date.
- c) Upon receipt by Tourism Australia of your completed Registration Form in accordance with these Terms, Tourism Australia retains the right to determine, in its sole discretion, whether you or your nominated representative can be accepted for the Event and determine any conditions of participation in line with the policies of the Event, or to reject any application for any reason whatsoever, or for no reason at all. You acknowledge that there is no obligation whatsoever on Tourism Australia to approve applications and that Tourism Australia may reject any applicant, or any employee, agent or representative of any applicant, with or without reason. You forever waive and discharge any claim against Tourism Australia (including its agents, employees, contractors or representatives) for any direct or indirect loss or damages that may arise as a result of the rejection of your application.
- d) Tourism Australia will notify all accepted applicants who have been accepted for the Event.

Participation fee and invoicing

- a) In order to be registered for the Event, each accepted applicant must pay a participation fee. As part of simplifying the registration process for all events, Tourism Australia has moved to online credit card payments. All credit card merchant fees will be absorbed by Tourism Australia. If you are unable to pay by credit card invoices are available on request and will be issued at the discretion of Tourism Australia.
- b) If payment of the registration fee is not received in full by Tourism Australia by **11.59 pm (AEST) on Friday, 27 August 2021.** Tourism Australia reserves the right to not register you for the Event, cancel your participation and offer the place to another organisation.
- c) The participation fee does not include any applicable taxes, duties and statutory charges. insurance, flights, accommodation or visa fees.
- d) All costs for your company's participation and any other overdue accounts with Tourism Australia globally, must be paid in full prior to you being able to register for the Event.

Travel

Accommodation and travel costs and any applicable taxes, duties, and statutory charges are not included in the participation fee. It is the responsibility of each stand partner to book and pay for their own travel to and from Las Vegas and your own accommodation directly. It will be a busy time in Las Vegas, so it is recommended to book accommodation early.

Visas

Depending on your passport, you may require a visa for travel to the United States of America (**USA**). For the avoidance of doubt, Tourism Australia does not facilitate any visa application processes for travel to the USA for purposes of the Event.

COVID-19 Protocols

The health and safety of event participants and the broader community are important to us. In light of the COVID-19 pandemic and for purposes of your participation in the Event, you agree to:

- a) Adhere to [IMEX America's attendee health and safety measures](#)
- b) Adhere to the relevant government health and work safety advice, including isolating if you are unwell or presenting symptoms such as fever, cough, sore throat, and/or shortness of breath;
- c) adhere to TA's and the operators' health and safety guidelines based on best practice and relevant government health and work safety advice; and
- d) undertake to sign and agree to documents or forms in relation to COVID-19 issued by TA and/or the event venue/organiser.

Cancellation fees

- **50% cancellation** fees apply from: **28 August 2021.**
- **100% cancellation** fees apply from: **30 September 2021.**

All cancellations must be confirmed in writing and fees apply regardless of whether the participation fee has been paid.

All delegates are reminded that Tourism Australia DOES NOT:

- Accept responsibility or liability for any loss suffered by delegates or visitors.
- Provide or arrange for any insurance for, or on behalf, of delegates or visitors.
- Provide any indemnity for loss or injury suffered by delegates or visitors.

Security

Security services will be provided by the event organisers for the Event. However, all participants are advised that all valuables should not be left unattended or unsecured at any time, as Tourism Australia accepts no responsibility for any loss or damage suffered by participants or visitors.

Event Code of Conduct

Companies are responsible for all delegates representing them at the Event and related events. All Event delegates 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 Tourism Australia event (official, unofficial or related events) and prohibit them and/or their company from participating in the remainder of the Event (and/or future Tourism Australia 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 of the 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 the Event. Please refer to [Tourism Australia's Code of Conduct](#).

Your privacy

Tourism Australia considers the responsible use of personal information to be of vital importance and is committed to respecting your privacy. In order to register your participation in the Event, Tourism Australia will collect various information including your name, home or business address, phone number and e-mail address. All personal information collected will be handled in accordance with the Tourism Australia Privacy Policy which can be found at <http://www.tourism.australia.com/en/privacy-policy.html>, which also contains information about disclosures and rights of access. You acknowledge that if you do not or are unable to provide some or all of the personal information required by Tourism Australia, Tourism Australia may not be able to register your participation in the Event.

In addition to the above, Tourism Australia will use your personal information in order to successfully administer the Event as well as to contact you in the future for purposes relating to the Event or other similar events. If you so agree, Tourism Australia will share your name, job title and company with other Event delegates.

If you would like to correct or update information provided to Tourism Australia via its website, please email taindustryevents@tourism.australia.com.

Privacy of other Event delegates

Tourism Australia may provide you with information relating to other Event delegates and you agree that in turn your information may also be shared with the other delegates. This information is confidential and is shared for the purposes of the Event only. The information provided to you by Tourism Australia may be copyrighted and cannot be provided to a third party without the consent of Tourism Australia and any individuals whose information is included.

Insurance and Public Liability

Any organisation applying to participate at a trade show with Tourism Australia must have public liability insurance to a minimum of AUD\$10,000,000 per occurrence which covers the destination of the Event (i.e. USA). Evidence of the applicable policy must be provided on the Registration Form to Tourism Australia.

Use of Your Image

You acknowledge and agree that Tourism Australia, its agents or other virtual event participants may take photos or recordings of you throughout your participation in the Event, and that Tourism Australia, its partners and affiliates may use the photos or recordings for future promotional and marketing purposes without further reference or compensation to you. Your image will also be archived with Tourism Australia and may be used by Tourism Australia and sponsors for the promotion of future events.

Indemnity and release

- i. You indemnify and hold harmless Tourism Australia (including its directors, employees, agents, representatives and contractors) (together, the indemnified) from and against all actions, proceedings, claims, costs, expenses and demands that may be brought or made against the indemnified by any person in respect of any loss, damage, theft, personal injury or death occurring to any person or property arising out of or in connection with your participation in the Event. This indemnity includes any costs incurred by the indemnified in defending any actions, proceedings, claims and demands or in being represented at proceedings.
- ii. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU WAIVE, RELEASE AND DISCHARGE THE INDEMNIFIED FROM ANY AND ALL LIABILITY (INCLUDING WITHOUT LIMITATION FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT OR ACTIONS OF ANY KIND) THAT MAY BE SUFFERED BY YOU ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE EVENT.**
- iii. You agree that to the extent permitted by law, Tourism Australia and its partners, will not be liable to you for any indirect or consequential loss, 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 Event.
- iv. To the extent permitted by law, Tourism Australia's maximum aggregate liability to you arising out of or in relation to the Event shall in no circumstances exceed the amount of your Participation Fee.
- v. You agree that in order to participate in the Event, you must also sign any required STO liability form as required.

Miscellaneous

- i. **Transfer:** You acknowledge that no part of the Event is transferable to any other person, and cannot be redeemed or exchanged in any manner.
- ii. **Cancellation of Event:** Tourism Australia may at any time and at its discretion reduce the scope of, postpone or cancel the Event or parts of the program. Should this occur, Tourism Australia will provide as much notice as possible. In this event, you agree to discharge Tourism Australia of any liability from any claim arising out of or in connection to the cancellation of the Event.
- iii. **Force majeure:** Tourism Australia may, in the case of a Force Majeure Event, and with as much notice as possible, cancel or postpone the Event without liability, except to issue a refund to you in line with the Cancellation of Event clause above. Force Majeure Event means: (a) an act of God, fire, lightening, earthquake, explosions, flood, subsidence or other natural disaster, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock outs or other industrial disputes of any kind not relating solely to the party affected, an unforeseen act of government or entry and exit restrictions, epidemics, pandemics, quarantine, disease outbreak, currency restriction, embargo, public utility or common carrier or computer disruption due to the effects of a virus or other malicious code introduced other than through the acts or omissions of the party seeking relief; and (b) any other event which is not within the reasonable control of the party affected (which in the case of the agreement includes the reasonable control of its subcontractors), but does not include any act or omission of a party or a change in law, legislation or government policy which from time to time regulates or affects the event which has an increased cost effect on the delivery of the event.
- iv. **Removal and exclusion:** Tourism Australia reserves the right to remove you from the Event and/or exclude your participation in the Event and any future events, without compensation to you, if in its sole discretion (a) your behaviour is or becomes inappropriate, offensive or abusive, (b) it is necessary to prevent damage to any property (c) it is necessary on medical or health and safety grounds (including possible harm or injury to any person).
- v. **Applicable law:** These Terms are subject to the laws of New South Wales, Australia.