

## 1. Terms

By submitting an application for the Australia Marketplace ATWS 2020 (**Event**), and if registered, by participating in the Event, you agree that these terms and conditions together with the [Seller Selection Criteria](#), [Tourism Australia's External Privacy Policy](#) and the [Tourism Australia Event Code of Conduct](#) form the Terms of Participation (**Terms**) for this Event and govern your application and participation in the Event.

## 2. 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 Application Form that is applying for participation in the Event, 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.

## 3. Eligibility criteria and assessment

- a) To be eligible to apply you must meet the [Seller Selection Criteria](#).
- b) To be considered for attendance you must operate as either:
  - i. A tourism product or service; or
  - ii. A State, Territory or Regional Tourism Organisation (or other relevant industry member).

The following considerations will be applied during the assessment process:

**Product Representation Companies:** If a Product Representation Company (PRC) represents a sole product that is attending in its own right, the PRC is not eligible to attend the Event. PRC's that represent multiple products are not permitted to represent a product that is exhibiting at the event in their own right.

**Parent Companies:** Tourism Australia reserves the right to decline or waitlist organisations that are promoting individual tourism products as part of a wider brand. If individual tourism products do apply to attend on their own (and not by their parent company), the application will be assessed by TA on a case by case basis. If the Event is oversubscribed, Tourism Australia has the right to require the organisations with individual tourism products to consolidate their registration and be represented by the marketing/parent company in one application.

- c) TA will be assessing all sellers based on the criteria outlined in these Terms and the [Seller Selection Criteria](#).
- d) Your nominated representative(s) including additional delegates must be directly employed or contracted by you. TA reserves the right to ask any delegate to provide evidence they are directly employed by the company. Where it is identified that a nominated representative is not a direct employee of the exhibiting company prior to the Event, the delegate will be cancelled from the company's application; and
- e) You must not be insolvent, and must be in good financial standing with the Australia tourism industry. Should the need arise to verify your financial standing, a due diligence review will be conducted via domestic or international agencies as appropriate, and adverse findings will be referred to the applicant for comment.

#### 4. Application process

- a) In order to apply to participate in the Event, you must fill out all required fields of the Event application form (**Application Form**).
- b) All applications must be received in full by Tourism Australia by 5.00pm AEST on Friday 28 January 2020. Tourism Australia reserves the right to reject any application or part thereof which is received after the submission date.
- c) Upon receipt by Tourism Australia of your completed Application Form in accordance with these Terms, Tourism Australia retains the right to determine, in its sole discretion, whether you or your nominated representative can register 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 are eligible to register for the Event.

#### 5. Registration and payment

- a) In order to be registered for the Event, each accepted applicant must pay a participation fee as set out on the [Event website](#). (**Registration Fee**).
- b) You must register and pay for additional delegates, day and networking event passes by the deadline indicated on the website, which will coincide with offer acceptance. Immediate payment by credit card or POLi Payments is required to accept the offer and secure the registration. Credit card merchant fees will be absorbed by Tourism Australia.
- c) All payments must be paid in full, Tourism Australia do not accept split payments.
- d) The Registration Fee does not include any insurance, travel, accommodation or visa fees.
- e) All costs for an organisation's participation in a trade event coordinated by Tourism Australia, and any other overdue accounts with Tourism Australia globally, must be paid in full prior to you being able to register for the Event.

#### 6. Your obligations

- a) **Insurance:** A company applying to exhibit at a TA Trade Event must have public liability insurance to a minimum of \$10,000,000 per occurrence. Evidence of the following information must be provided within the company's online application:
  - i. **Name of policy provider**
  - ii. **Policy number**
  - iii. **Policy expiry date**
  - iv. **Policy territorial limits**

Tourism Australia will send conditional offers if your public liability insurance will expire prior to the event or if your territorial limits do not include the location of the event. You can accept the offer to attend, however will need to supply updated documentation prior to the event. All participants are reminded that it is their responsibility to arrange insurance including public and product liability, workers compensation and property insurance.

TA does not:

- a. Accept responsibility or liability for any loss suffered by participants or visitors

- b. Provide or arrange for any insurance for, or on behalf of, participants or visitors
  - c. Provide any indemnity for loss or injury suffered by participants or visitors
- b) **Security:** Security services will be provided for the Event. However, all participants are advised that all valuables should not be left unattended or unsecured at any time. Tourism Australia accepts no responsibility for any loss or damage suffered by participants or visitors.
- c) **Privacy of other participants:** Tourism Australia may provide you with information relating to other participants of the Event and you agree to keep all such information strictly confidential. Such details are for your own information only and you must not use them for any other purpose, including that you must not share them with any third party whatsoever.
- a) **Cancellation:** If after registration, you are no longer able to attend the Event, you must as soon as practicable advise Tourism Australia in writing. A cancellation fee equal to the full amount of the Registration Fee applies for cancellations notified from 15 June 2020 and to registered participants who do not attend the Event, regardless of whether the registration fee has been paid. A cancellation fee equal to 50% of the full amount of the Registration Fee applies for cancellations notified from 2 May 2020 to 14 June 2020. TA reserves the right to:
  - i. Cancel the participation of an organisation that has an outstanding account with TA and/ or the payment of which has not been cleared sixty (60) working days prior to the commencement of the event. You acknowledge that if this should occur, you have no right of action, claim, proceeding or demand against TA for such cancellation;
  - ii. Cancel the participation of such an organisation despite the fact that TA has accepted deposit funds from that organisation; and
  - iii. Apply cancellation fees as per the dates published on the website, which are enforceable at the time you accept TA's offer to participate in the Event
- d) You warrant that:
  - i. You will at all times comply with all laws and obey the reasonable directions and requirements of Tourism Australia, the STOs, Organisers and any other third party as directed by Tourism Australia;
  - ii. You will not be involved in any conduct or make any statement either orally or in writing which in the reasonable opinion of Tourism Australia, is likely to cause detriment, disrepute, damage, injury or loss to Tourism Australia, including without limitation any inappropriate behaviour, harassment, violence, racial vilification, intoxication, downloading illegal or offensive material using Internet services provided during the Event, or any other act or behaviour which interferes with the enjoyment, comfort or safety of other persons;
  - iii. You will conduct yourself in a responsible and professional manner at all times;
  - iv. That you have full power and authority to agree to the Terms and observe the obligations hereunder, and that the acceptance, delivery and performance of these Terms has been duly and validly authorised by all necessary corporate action.

## 7. Use of your image

You acknowledge and agree that Tourism Australia or its agents 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.

## **8. Privacy**

- a) You consent to Tourism Australia collecting and storing your personal information including all of the information contained in the Application Form, for the purposes of:
  - i. Administering and managing the Event, including that Tourism Australia will share your information with all relevant STOs, Organisers and suppliers and third parties involved in the delivery of the Event;
  - ii. Distributing your information to other Event participants, sponsors and Organisers; and
  - iii. Sharing with other Australian organisations with a similar purpose to Tourism Australia (such as state and territory tourism authorities and the Australian Tourism Export Council) who are also involved in the Event.
- b) Tourism Australia may also use your personal information to contact you in the future for purposes relating to the Event or to promote future events.
- c) All personal information collected will be handled in accordance with the Tourism Australia External Privacy Policy which can be found [here](#), which also contains information about disclosure and right 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 you for participation in the Event.

## **9. Code of Conduct**

- a) You are responsible for all delegates representing them at the Event. All participants must adhere to the Tourism Australia Event Code of Conduct, which is a condition of participation at all Tourism Australia events.
- b) Tourism Australia may, in its sole discretion, refuse a delegate entry into, or remove a delegate from, any the Event (official, unofficial or related events) and prohibit them and/or their organisation from participating in the remainder of the Event (and/or future Events) without compensation, if Tourism Australia considers, acting reasonably, that the delegate is acting in a contravention of Tourism Australia's Code of Conduct – for example, acting in such a way that:
  - i. Interferes with the enjoyment, comfort or safety of other persons at the event(s); or
  - ii. Threatens the reputation of Tourism Australia or the Event.
- c) 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 [here](#).
- d) Companies are responsible for creating a business environment within their booth space. Noisy distractions are not permissible (e.g. loud presentations on laptops and plasmas/screens, stand displays or interactive equipment). Entertainment must be restricted to the breaks and outside the allocated appointment times (i.e. morning and afternoon teas) and subject to Tourism Australia's approval.

## **10. Workplace Health and Safety**

- a) Occupational health and Safety is each participant's individual responsibility at the Event
- b) Tourism Australia will not be held liable for any direct, indirect or consequential loss suffered as a result of a breach of the Work Health and Safety Act 2011 (Cth), Work Health

and Safety Regulations 2011, and any other applicable occupational laws and regulations, and companies and individual participants acknowledge their responsibilities and liabilities imposed upon them under this legislation.

#### 11. Indemnity and release

- a) 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.
- b) **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.**
- c) You agree that to the extent permitted by law, Tourism Australia and its STO 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 of your participation in the Event.
- d) 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 Registration Fee.
- e) You agree that in order to participate in the Event, you must also sign any required STO liability form as required.

#### 12. Miscellaneous

- a) **Non-transferable:** You acknowledge that no part of the Event is transferable to any other person, and cannot be redeemed or exchanged in any manner.
- b) **Representation:** A seller can only represent the organisation that has applied and been accepted to attend the Event in their own right. This excludes PRC's whose nature of business is to represent more than one organisation.
- c) **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 Itinerary. Should this occur, Tourism Australia will provide as much notice as possible and if the Event is cancelled, Tourism Australia will refund your registration fees in the same form of the original payment and in full and final. 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.
- d) **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 Events include but are not limited to 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 part affected, 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.

- e) **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, and/or (c) it is necessary on medical or health and safety grounds (including possible harm or injury to any person).
- f) **Applicable Law:** These Terms are subject to the laws of New South Wales, Australia.