

**AUSTRALIA MARKETPLACE NORTH AMERICA 2023 | EVENT TERMS AND CONDITIONS**

**1. Terms**

By submitting a registration for **Australia Marketplace North America 2023 (Event)**, you agree that the terms and conditions for this Event including [Tourism Australia's Event Code of Conduct](#) and [Tourism Australia's External Privacy Policy](#), which form the Terms of Participation (**Terms**) for this Event and govern your participation.

**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 noted in the registration form that is registering 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 attend you must meet the selection criteria as detailed on the [Event website](#).
- b) Your nominated representative(s) including any additional delegates (if applicable) 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
- c) You must not be insolvent, and must be in good financial standing with the Australian 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 participate in the Event, you must fill out all required fields of the application form
- b) All applications must be received in full by Tourism Australia as per the dates specified on the [Event website](#). 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, Tourism Australia will assess your application on the criteria outlined in the selection criteria listed on the [Event website](#). 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 delegate must register and pay a participation fee as set out on the [Event website](#).
- b) You must make payment by the deadline indicated on the [Event website](#). Immediate payment by credit card or POLi Payments is required to 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) Please refer to the [Event website](#) to note the items covered as part of your registration.
- e) All costs for a company'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) 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) **COVID-19:** At a physical event, 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:
  - i. 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;
  - ii. adhere to TA's and the operators' health and safety guidelines based on best practice and relevant government health and work safety advice; and
  - iii. undertake to sign and agree to documents or forms in relation to COVID-19 issued by TA and/or the event venue/organiser.
- c) **Travel documents including permits and quarantine:**
  - i. You are responsible for arranging the relevant travel documentation for your visit to the United States of America as well as return home to Australia if applicable. 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.
  - ii. You are responsible for arranging any applicable border permits to travel to and from the Event location. Tourism Australia will not be liable for any direct or indirect or consequential loss as a result of government imposed domestic or international border closures.
  - iii. You are responsible for any costs incurred in relation to government ordered quarantine.
- d) **Virtual event access:** If there is a virtual event platform used as part of the event, you must not share publicly or privately any passwords, links, or other access details which would allow entry on to the virtual event platform. Any passwords, links, or other access details in relation to the Event is strictly confidential and restricted to Tourism Australia and the Event participants only.
- e) **Security:** All participants are advised that all valuables should not be left unattended or unsecured at any time. Internet and information systems security services will not be provided for the virtual event platform used by the Event. All participants are advised that to take their own precautions with interacting on the virtual event platform. Tourism Australia accepts no responsibility for any loss or damage suffered by participants or visitors.
- f) **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 and in accordance with the [Tourism Australia's External Privacy Policy](#). 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.
- g) **Cancellation:** If after registration, you are no longer able to attend the Event, you must as soon as practicable advise Tourism Australia in writing. You may be subject to a cancellation fee, please refer to the [Event website](#) for further information on applicable cancellation fees and dates.  
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 registration funds from that organisation; and

- iii. Apply cancellation fees as per the dates listed on the Event website, which are enforceable at the time you register to participate in the event
- iv. Cancellation fees apply regardless of whether the Registration Fee has been paid.
- h) 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/CVBs, 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 behavior, harassment, violence, racial vilification, intoxication, downloading illegal or offensive material using internet services provided during the Event, or any other act or behavior 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 in accordance with Tourism Australia's Code of Conduct
  - 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, 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.

## **8. Privacy**

- a) You consent to Tourism Australia collecting and storing your personal information including all of the information contained in the registration form, for the purposes of:
  - i. Administering and managing the Event, including that Tourism Australia will share your information with all relevant STO's, suppliers and third parties involved in the delivery of the Event;
  - ii. Distributing your information to other event participants and sponsors; and
  - iii. Sharing with other Australian organisations with a similar purpose to Tourism Australia (such as state and territory tourism authorities) 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's External Privacy Policy, 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 your organisation at the Event. All participants must adhere to the Tourism Australia's 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.

**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 direct, 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, including in relation to legal, regulatory, and third-party requirements, such as for example, in connection with border closures, quarantine, COVID-19 testing, personal protective equipment (e.g. face masks), and other COVID-19 related events, unless expressly stated otherwise by Tourism Australia.
- 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.

**12. Miscellaneous**

- a) **Transfer:** 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:** An Event delegate can only represent the company that has registered to attend the event in their own right. This excludes Product Representation Companies whose nature of business is to represent more than one company.
- 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 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.
- 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 Event means: (a) an act of God, fire, lightning, 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.

- 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 (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.