

International Media Hosting Program Terms and Conditions of Participation

Introduction

- A. Tourism Australia (ABN 996 575 487 12) of Level 28, 180 George Street Sydney, NSW 2000 Australia (**TA**) and the applicable supporting partner (**Partner**) operate the International Media Hosting Program (the **Activity**). You have been invited to Australia with the view to generate positive and motivational coverage of Australia as a visitor destination.
- B. If you wish to participate, you must agree to the following Agreed Terms which govern your participation. These terms create a contract between TA and Partner. Please read the terms carefully.
- C. By participating in the Activity you agree to be bound by these Agreed Terms. To confirm your understanding and acceptance of these Terms and Conditions of Participation, sign below.

Agreed Terms

1. Insurance

- 1.1 You acknowledge and agree that it is your responsibility to arrange comprehensive travel insurance, including to cover the following:
 - (a) overseas medical expenses, death, injury, personal accident and sickness;
 - (b) travel disruption;
 - (c) baggage (including personal effects and professional equipment);
 - (d) evacuation (e.g. due to political unrest and natural disaster), kidnap and ransom; and
 - (e) personal liability.

2. Covid-19

- 2.1 You agree to:
 - (a) adhere to the relevant airline requirements, TA's and the operators' health and safety guidelines and government health and work safety advice and biosecurity measures including those set out at: <https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health-alert/coronavirus-covid-19-travel-and-restrictions/coronavirus-covid-19-advice-for-international-travellers>; and
 - (b) sign and agree to documents or forms in relation to Covid-19 issued by TA and/or the operator.
- 2.2 TA may not cover all costs associated with contracting Covid-19 in connection with the Activity. It is strongly advised that you obtain Covid-19 travel insurance.

3. Visa

- 3.1 You are responsible for arranging an applicable visa for your visit to Australia to participate in the Activity. TA recommends that you follow the relevant guidance of the Department of Home Affairs on its website (<https://immi.homeaffairs.gov.au/>) and/or through your local embassy or consulate, and/or that you seek the assistance of a registered migration agent.

4. Release

- 4.1 You agree and acknowledge that:
- (a) TA has engaged third parties to coordinate certain travel arrangements and items related to the Activity on your behalf;
 - (b) TA is not itself a tour operator, travel agent, carrier or hotelier, nor does TA own aircrafts, hotels or coaches. TA exercises reasonable care in the selection of reputable tour operators, travel agents, airlines, coach operators, hotels, cruise line operators, and other suppliers of health services, etc or the various travel services which are used in connection with the Activity; and
 - (c) all bookings are subject to the terms and conditions and limitations of liability imposed by tour operators, travel agents, airlines, coach operators, hoteliers and other service providers including but not limited to shipping, rail, car hire and restaurant operators, whose services are utilised, some of which limit or exclude liability in respect of death, personal injury, delay and lost or damage to baggage. You must take out an appropriate level of travel insurance against these risks.

5. Media

- 5.1 You grant TA a licence, or you will arrange for permission from the copyright owner, to make the published versions of your story(ies) available to TA's supporting tourism operators via TA's operator portal.
- 5.2 TA will endeavour to ensure:
- (a) the coverage will be available only to organisations who have supported the visit; and
 - (b) it does not distribute the coverage publicly and only those organisations approved by TA will be granted access to the operator portal.
- 5.3 We encourage you to share your experiences while you're in Australia and join our social media conversations. Where you choose to do this, you must use our hashtags #SeeAustralia and @Australia (or the relevant Tourism Australia social media account in your market). In line with the Australian Association of National Advertisers (**AANA**) Code of Ethics and the Australia Influencer Marketing Council (**AiMCO**) Best Practice Guidelines, you must disclose that the travel was #sponsored by Tourism @Australia and/or that the content is a #ad, #advert, #advertising, #brandedcontent, #paidpartnership, #paidpromotion, as appropriate for that content. All disclosure must be clearly visible in your video and social captions (including as a #). You may wish to seek their own legal advice regarding disclosure requirements.

6. Liability

6.1 Notwithstanding any other provision of this agreement and to the fullest extent permitted by law:

- (a) TA and Partner, will not be liable for any:
 - (i) losses not covered by your comprehensive travel insurance (including death, injury, illness and medical expenses);
 - (ii) acts, omissions or default, whether negligent or otherwise, of those tour operators, travel agents, airlines, coach operators, shipping companies, hoteliers or other persons providing services in connection with the Activity pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon confirmation of the like) and over whom TA has no direct or exclusive control;
 - (iii) injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond TA's control, or which are not preventable by reasonable diligence on TA's part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labour group); and
 - (iv) 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, or medical expenses howsoever arising out of your participation in the Activity;
- (b) TA's maximum aggregate liability in connection with the Activity whether in contract, tort (including negligence), statute or otherwise will not be the financial contribution TA has made regarding your involvement in the Activity as at the date of any claim; and
- (c) you agree and acknowledge that for the period outside your travel itinerary hosted by TA you are entirely responsible for any act or omission you may commit which results in loss, injury or damage to yourself and any third party. You hereby release TA from any liability that may occur as a result of any such act or omission during this period and indemnify TA for any liabilities occurring as a result,

the above limitations of liability will not apply to the extent the loss is caused by TA's breach of law or fraudulent or negligent act or omission.

7. The itinerary for your visit

7.1 Your itinerary has been created uniquely to enable you to achieve your visit objectives. You are required to review your itinerary carefully before you leave for Australia to note any activities

listed that you are required to pay for (TA accepts no financial responsibility for these activities) and your obligations in relation to honoring all components of your itinerary. This includes:

- (a) conducting all interviews and site inspections;
- (b) attending all tours and meals;
- (c) consenting to travel with any tourism guides or media escorts;
- (d) checking in for all flights on time; and
- (e) staying at the overnight accommodation,

as outlined in your itinerary.

- 7.2 TA understands that there may be times when you may be running late for your appointments. If this occurs, it is your responsibility to contact the operator or person whose name appears on your itinerary and inform them of your delay.
- 7.3 You may not cancel or alter any part of your itinerary without first informing the TA contact specified in your itinerary. There is limited opportunity for TA to change your itinerary once you have commenced your journey in Australia. If you wish to change your itinerary during your visit, TA may require you to pay for alternative arrangements. TA will not accept financial responsibility for any activity that you organise on your own behalf and that is not listed on your itinerary.
- 7.4 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).

8. Driving in Australia

- 8.1 If you are involved in a self-drive Activity, or are required to drive 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.
- 8.2 As Australians drive on the left-hand side of the road, our roads, road conditions and road rules are likely to be different to those that you are used to. If you are hiring a car, you are responsible for checking the condition of your vehicle (including wear and tear) before leaving the hire car premises.
- 8.3 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 TA will accept no responsibility for loss related to the hire car or its use.
- 8.4 If you choose to use your own vehicle for the purposes of participation, TA accepts no liability in the event of any damages, injury or loss to you or any other party incurred as a result of driving your own vehicle.

9. Travelling with family and friends

- 9.1 TA 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.
- 9.2 If TA does not agree to you travelling with family or friends, or a tourism operator does not agree to allow your family or friends to participate in a particular activity, TA has the right to withdraw support for your travel or any part thereof and may require you to pay for any alternative arrangements made on your behalf.
- 9.3 You agree that you:
- (a) are responsible for making all arrangements directly with the tourism operator for your family or friends;
 - (b) must pay for all activities in which your family or friends participate in;
 - (c) may not approach the tourism operator for discounts for family or friends.
- 9.4 During your visit to Australia, TA will not book or pay for a rental vehicle or meals if you are travelling with family or friends. If, during your visit to Australia, you are subsequently joined by family or friends, TA reserves the right to withdraw our support for the payment of all rental vehicle charges (if applicable) and withdraw financial support for all meals and will be required to cancel all restaurant bookings listed on your itinerary.
- 9.5 Where an interview has been arranged as outlined in your itinerary, you agree that you will attend this interview without family or friends present.
- 9.6 TA will not accept any:
- (a) financial responsibility for any activity that you organise on behalf of your family or friends; or
 - (b) liability for family or friends travelling with you.

10. Mastercard Debit Card, Cab Charge and similar

- 10.1 If TA has provided you with a spending card, Cab Charge card or similar card, voucher or credit 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 any spending card.
- 10.2 For Mastercard Debit Cards: 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 TA. TA will also receive a transaction report from Mastercard for expenditure on the card.

11. Code of conduct

1.1 You acknowledge and agree to abide by the Commonwealth Supplier Code of Conduct (further information on the Code can be found at:

<https://www.finance.gov.au/government/procurement/commonwealth-supplier-code-conduct>)

and the Code of Conduct involved in participation. The Code establishes the behavioural standards to be observed by TA's staff, visit coordinators, escorts, participants and suppliers in connection with this Activity. It aims to ensure that high levels of safety and professional conduct are maintained from and towards all personnel attending such TA supported activities, during and outside of official activity hours.

11.1 The standards of behaviour to be observed include:

- (a) showing respect towards others at all times, including being considerate, cooperative and collaborative;
- (b) presenting and behaving in an appropriate professional manner;
- (c) taking all reasonable steps to ensure own safety, including in relation to the responsible consumption of alcohol; and
- (d) alerting TA staff, the visit coordinator or escort if an unsafe situation is observed or suspected.

11.2 Behaviour that is unacceptable or unwelcome includes:

- (a) harassment whether direct or indirect (words or actions directed at a person that annoys, alarms or causes substantial emotional distress);
- (b) discrimination whether direct or indirect (treating someone unfairly because of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin);
- (c) sexual harassment (unwelcome, uninvited conduct that is offensive from the view of the person harassed, regardless of intent; unwelcome sexual advances, unwelcome request for sexual favours, any other unwelcome conduct of a sexual nature);
- (d) physical abuse and uninvited physical contact;
- (e) defamatory comments of any nature;
- (f) any unlawful behaviour; and
- (g) any damage to property.

11.3 Should any unacceptable or unwelcome behaviour be observed, anticipated, suspected or reported, TA may take any reasonable measure necessary to ensure the safety of participants, TA staff, visit coordinators, escorts and suppliers.

12. Your Privacy

- 12.1 TA is required to comply with the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and other applicable privacy and data protection laws.
- 12.2 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 Activity and to plan and manage your visit to Australia. Your personal information collected will be handled in accordance with the TA External Privacy Policy which can be found at <http://www.tourism.australia.com/en/privacy-policy.html>, which also contains information about disclosures and your data subject rights.

13. General

- 13.1 If any term or provision of this agreement is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this agreement and the remaining Agreed Terms will be unaffected.
- 13.2 These terms and conditions are subject to the laws of New South Wales, Australia.
- 13.3 The parties agree that this agreement may be translated into a language other than English. To the extent that there is any inconsistency between these English Agreed Terms and the terms of a translation, the English Agreed Terms shall take precedence and apply.
- 13.4 In this document unless the context otherwise requires:
- (a) capitalized and undefined words have the meaning given to them in the schedule; and
 - (b) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it.

Execution

By signing below, you confirm that you have carefully read this document, fully understand its contents and accept these Terms and Conditions of Participation.

Name	
Signature	
Date of signature	