

International Media Hosting Program Terms and Conditions of Participation

Introduction

Tourism Australia operates the International Media Hosting Program. You have been invited to Australia with the view to generate positive and motivational coverage in 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

Insurance

You acknowledge and agree that it is your responsibility to arrange comprehensive travel insurance to cover, including (but not limited to):

- 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

You are responsible for any injury or illness not covered by your comprehensive travel insurance. Tourism Australia will not be liable for any medical expenses incurred by you.

Liability

To the extent permitted by law, Tourism Australia and State Tourism Organisation partners; Destination NSW, Tourism and Events Queensland, Visit 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, or medical expenses howsoever arising out of 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.

Covid-19

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

- 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;
- adhere to TA's and the operators' health and safety guidelines based on best practice and relevant Government health and work safety advice; and
- undertake to sign and agree to documents or forms in relation to Covid-19 issued by TA and/or the operator.
- adhere to any airline requirements and Australian Government guidelines regarding your flight in or out of Australia

Tourism Australia will not cover any medical and non-medical costs associated with contracting Covid-19 in connection with your participation on the program. It is strongly advised that you obtain Covid-19 travel

insurance if available to cover any costs incurred in relation to Covid-19.

Covid-19: Australian Border Security

Biosecurity measures and travel restrictions are in place to help prevent the spread of COVID-19.

Read about what measures are in place when travelling in or out of Australia:

<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>.

You are expected to comply with all biosecurity measures set out by the Australian Government outlined in the above link.

Visa

You are responsible for arranging an applicable visa for your visit to Australia to participate in the International Media Hosting Program. Tourism Australia 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.

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).

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 publicly and only those organisations approved by Tourism Australia will be granted access to the media coverage site.]

The itinerary for your visit

Your itinerary has been created uniquely to enable 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.

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.

If you choose to use your own vehicle for the purposes of participation, Tourism Australia 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.

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 directly 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.

Extended Stay

You agree and acknowledge that for the period outside your travel itinerary hosted by Tourism Australia 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. In addition and for the avoidance of doubt, you hereby release Tourism Australia from any liability that may occur as a result of any such act or omission during this period and indemnify Tourism Australia for any liabilities occurring as a result.

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.

Code of Conduct

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

The standards of professional behaviour to be observed include (without limitation):

- Show respect towards others at all times, including being considerate, cooperative and collaborative;
- Present and behave in an appropriate professional manner;
- Take all reasonable steps to ensure own safety, including in relation to the responsible consumption of alcohol;
- Alert Tourism Australia staff, Visit Coordinator or Escort if a potentially unsafe situation is observed or suspected.

Behaviour that is unacceptable or unwelcome includes:

- Harassment whether direct or indirect (words or actions directed at a person that annoys, alarms or causes substantial emotional distress);
- 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);
- 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);
- Physical abuse and uninvited physical contact;
- Defamatory comments of any nature;
- Any unlawful behaviour;
- Any damage to property.

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

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 International Media Hosting Program 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/en/privacy-policy.html>, 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.

By signing below, 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 International Media Hosting Program.

Name of participant: _____

Signature: _____

Date of signature: _____

Email address (optional): _____