

AUSTRALIA MARKETPLACE ONLINE – JAPAN 2021 | SELLER TERMS AND CONDITIONS

**1. Terms**

By confirming your registration to attend the **Australia Marketplace Online – Japan 2021 (Event)**, you agree that these terms and conditions together with the [Selection Criteria](#) and [Tourism Australia’s External Privacy Policy](#), 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 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 apply you must meet the [Seller Selection Criteria](#).
- b) To be considered for attendance you must either:
  - i. Operate as a tourism product or service; or
  - ii. Be a State, Territory or Regional Tourism Organisation (or other relevant industry member).

The following considerations will be applied during the assessment process:

**Inbound Tour Operators:** ITO sellers will not be accepted to attend the event.

**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:** TA reserves the right to decline individually managed products including hotel properties that are subsidiaries of a parent company exhibiting at the Event. Employees from individually managed products can attend as the additional delegate of the parent company.

- c) Your nominated representative(s) including an additional delegate 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
- d) 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.
- e) TA will be assessing all Sellers based on the criteria outlined in these Terms and the [Seller Selection Criteria](#).

**4. Application process**

- a) In order to participate in the Event, you must fill out all required fields of the Event application form (**Application Form**) including provide all supporting documentation required by Tourism Australia, and also provide a written submission which demonstrates that you meet the applicable Selection Criteria.
- b) All applications must be received in full by Tourism Australia by 5.00pm AEST on Friday 30 October 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 application must accept the offer to attend. There is no registration fee required to participate at the event (**Registration Fee**).
- b) Seller companies must accept the offer to attend the event by 5.00pm AEST on Friday 25 November 2020. If the offer to attend the event is not accepted by this date, Tourism Australia reserves the right to not register you for the Event and cancel your participation.
- c) The Registration Fee does not include any equipment or internet expenses required to participate in the virtual event.
- d) 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) **Virtual Event access.** 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.
- c) **Security:** Internet security services will not be provided for 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.
- d) **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.
- e) **Cancellation:** If after registration, you are no longer able to attend the Event, you must as soon as practicable advise Tourism Australia in writing.
- f) 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 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 the [Tourism Australia Event 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 Application 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 External Privacy Policy which can be found at <https://www.tourism.australia.com/en/privacy-policy.html>, 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 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 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.
- 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 Participation 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:** A Seller can only represent the company that has applied and been accepted to attend the Event in their own right. This excludes Product Representation Companies who 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, 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.
- 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.