TOURISM WESTERN AUSTRALIA

AUSTRALIA AND NEW ZEALAND DREAM WA ROADSHOW 2027

TERMS AND CONDITIONS

Please read and accept the following conditions before submitting your expression of interest for the Activity.

1. **Definitions**

` In these Terms and Conditions unless the context otherwise requires:

Department means the Department of Creative Industries, Tourism and Sport

Event means the Australia and New Zealand Dream WA Roadshow 2027.

Tourism WA means Tourism Western Australia

State means the State of Western Australia.

2. **Acknowledgements**
   a. Applications for the Australia and New Zealand Dream WA Roadshow are open to tourism businesses/ operators currenting operating in Western Australia (Operator).
   b. By registering and submitting an application to participate in the Event, the Operator has read and understood the event prospectus and agrees to abide by these Terms and Conditions.
   c. Submitting an expression of interest application does not guarantee a place in the Event.
   d. Tourism WA reserves its right and absolute discretion to select applicants for the Event.
   e. You acknowledge that, if successful, your participation in the Event may expose you to the risk of damage, loss or harm. You will not hold the State, the Department and Tourism WA responsible for any damage, loss or harm that occurs as a consequence of participation in the Event.
3. **No legal relationship**
   a. Nothing in these Terms and Conditions shall imply the creation of any legal relationship between the Operator, the Department and Tourism WA.
   b. No party has the authority to make any representation or warrant or incur any obligation or liability on behalf of the other party, no indemnity, nor shall they make any representation to any third party.
   c. The State, the Department and Tourism WA shall not have any responsibility or liability for the success or otherwise of the Event. The State, the Department and

Tourism WA shall not be liable for any losses suffered by an applicant in attending, or arising from, or in connection with the Event.

4. **Operator obligations if the expression of interest is successful**
   a. The Operator is responsible for the arrangements and costs of its own travel, including but not limited to, airfares, visas, insurance, accommodation, transport, tours and meals (outside of the official program). Refer to the Event inclusions provided by Tourism WA for a comprehensive list of the program's inclusions and exclusions. Tourism WA's travel insurance coverage does not extend to cover third parties including Sellers and Delegates.
   b. The Operator is responsible for familiarising with, and abiding by, all relevant laws and requirements in the host country.
   c. The Operator must attend a relevant briefing prior to the Activity, as notified by the Department and Tourism WA.
   d. The Operator must participate in all activities attached to the Event, unless discussed and agreed upon in advance with the relevant tourism contact.
   e. If requested by the Department and/or Tourism WA, all attendees agree to participate in a formal evaluation of the Event conducted by the Department and Tourism WA or its agents.
   f. The Operator must only promote Western Australia destinations and products, i.e. national operators or products representing destinations other than Western Australia are not to promote or sell products outside of Western Australia.
   g. The Operator must only represent the company that has applied and been accepted to participate at the Event in their own right. Product Representation Companies (**PRC**) and General Sales Agents (**GSA**) can only represent one product or destination or agreed collective at this Event.
   h. All delegates must be directly employed or contracted by the Operator to be accepted to participate at the Event. Tourism WA reserves the right to verify, by any means which Tourism WA considers necessary, evidence that the delegates are directly employed by the Operator to satisfy itself that the delegate has fulfilled this condition.
   i. Each Operator hereby warrants that the information supplied to Tourism WA is and will remain true, correct, reliable and current and neither misleading nor deceptive and that the publication of such information will not contravene any laws including the *Competition and Consumer Act 2010 (Cth)* and *Fair Trading Act*

2010 (WA).

j. To the fullest extent permitted at law, the Operator releases Tourism WA from any and all liability (in negligence or howsoever) for costs, damages, expenses and losses which any Operator may suffer or incur as a result of Tourism WA's action or inaction arising out of or in connection with the Event.

k. Without limiting clause 4(j), in no circumstances is Tourism WA liable to any Operator for any indirect or consequential losses, including but not limited to the loss of opportunity (including business opportunity), revenue or profit.

l. Without limiting clause 4(j) and 4(k), Tourism WA is not liable (in negligence or howsoever) to the Operator for the acts or omissions of third parties (including any parties for whom Tourism WA is or may be vicariously liable).

5. **Changes or Cancellation**

a. Applications may be cancelled up to 5:00pm Australia Western Standard Time (AWST) on Friday 15 January 2027. In the event an accepted Operator is required to cancel their registration after this date, a cancellation fee of 50% applies.

b. All cancellations and/ or name change requests must be made in writing to Mel.Johnson@westernaustralia.com at Tourism WA.

c. Any Operator name change request is subject to approval by Tourism WA and will not be accepted if received after 5:00pm Australia Western Standard Time (AWST) on Friday 15 January 2027.

6. **Code of Conduct**

The Operator must:

a. Conduct itself in a professional manner having regard to the intent of the Event.

b. Act ethically and within integrity when engaged in all activities associated with the Event.

c. Maintain professional, respectful and positive behaviours and habits throughout the Event.

d. Treat colleagues and the public with respect and courtesy.

e. When overseas, maintain behaviour in accordance with local customs.

f. At all times, give due regard to others considering the interests, rights, safety and welfare.

g. Ensure its capacity to engage with the Event is not impaired by the use of alcohol or drugs.

7. **Program changes (for Activities organised by the Department and Tourism WA)**
    a. The Department and Tourism WA reserve the right, in its sole and absolute discretion to cancel, postpone or modify the Event program without any liability to the Department and Tourism WA.
8. **Externally organised activities**
    a. In the event of activities organised by entities that are not Tourism WA, the Operator acknowledges:
        i. If successful, it is subject to the Terms and Conditions of the external organiser.
        ii. Participation in externally organised activities is subject to the discretion of the external organiser.
9. **Promotion and Acknowledgement**
    a. The Department and Tourism WA reserve the right to publicise the outcomes as a result of the Operator participating in the Event.
    b. If requested by the Department and/or Tourism WA, the applicant must acknowledge the support provided by the Department and Tourism WA in any relevant publicity undertaken by the applicant.
10. **Privacy**
    a. By submitting an expression of interest, the Operator agrees to personal information being collected by the Department and Tourism WA and that the information supplied to Tourism WA is and will remain true, correct, reliable and current and neither misleading nor deceptive and that the publication of such information will not contravene any laws including the *Competition and Consumer Act 2010 (Cth)* and *Fair Trading Act 2010 (WA*).
    b. The Department and Tourism WA may also use or disclose your personal information for a purpose related to that for which it was collected, including communications about future events of a similar nature to the Event.
    c. The applicant consents to the collection and disclosure of their personal information by the department and any online platform use in connection with the Event, and declares that they are authorised to provide the personal information of third parties where applicable.
    d. Operator personal information will at all times be dealt with in accordance with the applicable legislation in Western Australia and consistent with any legal obligation, including legal obligations in the *Privacy Act 1988, Freedom of Information Act 1992,*

and Financial Management Act 2006.

e. The Operator may request to delete this information from Tourism WA's store at any time by contacting Mel.Johnson@westernaustralia.com

TRAVEL REQUIREMENTS

a. Operators must ensure that the following criteria are fully met, failing which the inability to travel will automatically render the attendance void:

   i. Must be in possession of a valid passport with at least six (6) months validity from the date of return travel and any relevant visas for your passport;

   ii. Must be in possession of a smartphone usable and contactable via WhatsApp; and

   iii. Must be willing to comply with any and all other requirements as specified by the relevant authorities in Australia and New Zealand as may change from time to time.

b. Operators understand the inclusions associated with their $4,000 AUD participation fee and the relevant exclusions and travel components they're required to arrange per their own expense.

TOURISM WA CONTACT

Mel Johnson, Senior Markets Manager – Domestic, NZ & USA
Mobile: +61 432 945 622
Email: Mel.Johnson@westernaustralia.com

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Signed by:

Business:

Position:

Date: