



Registration of Interest Terms and Conditions

DEFINITIONS

In these Registration of Interest Terms and Conditions, unless the context otherwise requires:

Activity means a government led initiative including but not limited to a trade mission, global accelerator programs, market access information, market insight webinars, exhibition or trade show to a host country, business matching in-market, export plan development, connecting with visiting international delegations/ investors/ buyers, hosting in-bound site visits in Western Australia, grants and funding.

Delegate means a person participating in the Activity on behalf of the Participant.

Department means the Department of Energy and Economic Diversification (DEED).

Participant means the participating company or organisation.

Personal information has the same meaning as defined in the *Privacy and Responsible Information Sharing Act 2024 (WA)*.

State means the State of Western Australia.

1. PURPOSE OF THE REGISTRATION OF INTEREST

1.1 The Registration of Interest (ROI) process is conducted by the Department solely to identify and assess potential interest in participation in a proposed Activity.

1.2 Submission of an ROI:

- (a) does not constitute an offer, contract or commitment by the Department or the State;
- (b) does not guarantee participation in any Activity; and
- (c) does not give rise to any legitimate expectation of selection.



- 1.3 The Department may conduct the ROI process in such manner as it considers appropriate, having regard to any applicable government policies and probity requirements.

2. ASSESSMENT AND SELECTION

- 2.1 All ROIs are assessed at the Department's absolute discretion, having regard to policy, strategic, operational and probity considerations.

- 2.2 The Department may:

- (a) accept or reject any ROI, in whole or in part;
- (b) limit the number of participants;
- (c) vary or discontinue the ROI process at any time; and
- (d) is not required to provide reasons for any decision.

- 2.3 You acknowledge that if selected for an Activity, the Participant may be required to agree to the Participation Terms and Conditions on behalf of your Organisation and your selected Delegate(s) depending on the nature of the Activity.

- 2.4 By submitting an ROI, you acknowledge that you have had the opportunity to review the [Participation Terms and Conditions](#).

- 2.5 Your selected Delegates may also be required to sign an acknowledgement of your acceptance of the Participation Terms and Conditions.

3. COSTS

- 3.1 All costs associated with preparing and submitting an ROI are borne by the applicant. No reimbursement will be provided regardless of outcome.

- 3.2 If your company/organisation is selected to participate in an Activity, where relevant, you will be responsible for the arrangements and costs of your own travel, including but not limited to airfares, visas, visa applications, insurance, accommodation, transport, language interpretation, comprehensive travel insurance, incidentals and meals.



- 3.3 Any estimated or indicative costs provided are subject to change.
- 3.4 Participation in an Activity may be subject to additional terms (including costs) which will be notified upon selection.

4. PRIVACY AND INFORMATION HANDLING

- 4.1 The Department collects and uses corporate and personal information in connection with the ROI process as described in these Terms and the [Privacy Collection Notice](#).
- 4.2 Your corporate and 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 and Responsible Information Sharing Act 2024* (WA), *Freedom of Information Act 1992* (WA), and the *Financial Management Act 2006* (WA).
- 4.3 Information may be collected, used and disclosed where lawful and reasonably necessary for:
 - (a) assessing ROIs;
 - (b) administering and promoting the Activity and related government programs and initiatives;
 - (c) reporting, audit and accountability purposes; and
 - (d) facilitating participation in, and promoting, related trade, investment and industry initiatives, including by disclosing relevant information to other government agencies, industry bodies and program delivery partners (for example, Austrade and relevant industry associations) for the purposes of identifying, contacting and recruiting potential participants for related activities, delegations and programs.
- 4.4 The Department may use and publish company information, including:
 - (a) company name, logo, and branding; and
 - (b) non-personal business information about the Participant,



for the purposes of administering and promoting the activity, including in promotional and reporting materials.

- 4.5 The Participant acknowledges that the Department may collect and use personal information of Delegates (including names, positions and business contact details) for purposes reasonably necessary to:
- (a) administer the Activity; and
 - (b) facilitate participation, networking and related communications.

The Participant must ensure that each delegate is made aware of this collection and use.

- 4.6 The Department 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. If you would like to opt out from receiving communications about future events of a similar nature, you can contact the Invest and Trade team at roi.itwa@deed.wa.gov.au.
- 4.7 Where required by law, any necessary consents will be obtained and all required privacy collection notices provided.
- 4.8 You declare the Participant has the authority to provide the corporate and personal information of third parties where applicable under this agreement and will ensure that each delegate is informed of the matters set out in this clause, including the potential for incidental capture of their image at the Activity
- 4.9 You acknowledge and agree that the State and the Department cannot delete information that is required to be held due to any statutory requirements, including but not limited to the *State Records Act 2000* or *Freedom of Information Act 1992*.
- 4.10 The State is required to handle personal information in accordance with the *Privacy and Responsible Information Sharing Act 2024 (WA)*. To the extent that the *Privacy Act 1988 (Cth)* applies to the handling of personal information in connection with this Agreement, the parties will also comply with that Act. In the event of inconsistency, the parties agree that the *Privacy and Responsible Information Sharing Act 2024 (WA)* applies to the extent required by Western Australian law.



5. NO LIABILITY

- 5.1 To the extent permitted by law, the State is not liable for any loss, cost or damage arising from participation in the ROI process including any decision made in connection with the ROI or any subsequent Activity, and any reliance on information provided.
- 5.2 Without limiting clause 5.1, you acknowledge that any information provided by the Department in connection with a proposed Activity is of a general nature only and may be subject to change. To the extent permitted by law, the State is not liable for any reliance placed on such information.
- 5.3 This clause survives completion or discontinuation of the ROI process and applies regardless of whether you are subsequently selected to participate in an Activity.