

Registration of Interest Terms & Conditions

Please read and accept the following conditions before registering your interest in an Invest and Trade WA led activity.

Definitions

In these T&Cs unless the context otherwise requires:

Activity means a mission, event, exhibition or trade show.

Department means the Department of Energy and Economic Diversification

State means the State of Western Australia.

1. Acknowledgements

- a. Registering interest does not guarantee a place in the Activity.
- b. As an Activity arises, suitable organisations may be invited to confirm interest, address selection criteria tailored to the Activity and undergo the standard due diligence checks prior to being accepted to participate.
- c. The Department reserves its right and absolute discretion to select applicants for the Activity.
- d. You acknowledge that, if successful, your participation in the Activity may result in damage, loss or harm. You agree that you will not hold the Department or the State responsible for any damage, loss or harm that arises from your participation in the Activity.

2. No legal relationship

- a. Nothing in these T&Cs shall be construed to make any legal relationship between you and the Department, including but not limited to a partner, agent, employee or joint venture.
- b. No party has the authority to make any representation or warranty 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 and the Department shall not have any responsibility or liability for the success or otherwise of the Activity. The State and the Department shall not be liable for any losses suffered by an applicant in attending, or arising from, or in connection with the Activity.

3. Applicant obligations if invited to participate in an Activity

- a. You are entirely responsible for the arrangements and costs of your own travel, if applicable. This includes but is not limited to airfares, visas, insurance, accommodation, transport, tours and meals. Refer to the agenda for the Activity for a comprehensive list of the program's inclusions and exclusions.

- b. You are responsible for arranging your own comprehensive travel insurance, if traveling.
- c. You are responsible for familiarising yourself with, and abiding by, all relevant local laws, and regulations including local laws and regulations in the host country.
- d. You must attend a relevant briefing prior to the Activity, as notified by the Department.
- e. You must participate in all events attached to the Activity, unless discussed and otherwise agreed upon in advance with the Department.
- f. If requested by the Department, all attendees agree to participate in a formal evaluation of the Activity conducted by the Department or its agents.

4. Code of Conduct

Whilst participating in the activity, you are required to:

- a. Conduct yourself in a professional manner having regard to the intent of the Activity.
- b. Act ethically and within integrity when engaged in all activities associated with the Activity.
- c. Maintain professional, respectful and positive behaviours and habits throughout the Activity.
- 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 that your capacity to engage with the Activity is not impaired by the use of alcohol or drugs.

5. Program changes (for Activities organised by Invest and Trade Western Australia)

- a. The Department reserves the right, in its sole and absolute discretion to cancel, postpone or modify the Activity program without any liability to the Department.

6. Externally organised Activities (for Activities organised by entities that are not Invest and Trade Western Australia)

- a. You acknowledge that, if successful, you will be subject to the Terms and Conditions of the external organiser.
- b. Participation in externally organised activities is subject to the discretion of the external organiser.
- c. You acknowledge and agree that Invest and Trade Western Australia has no liability in respect to any loss caused by an Activity organised by an external organiser.

7. Promotion and Acknowledgement

- a. The Department reserves the right to publicise the outcomes as a result of the applicant participating in the Activity.
- b. If requested by the Department, the applicant must acknowledge the support provided by the Department in any relevant publicity undertaken by the applicant.

8. Privacy

- a. By registering your interest, you agree to your personal information being collected by the Department.
- b. 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.
- 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 Activity, and declares that they are authorised to provide the personal information of third parties where applicable.
- d. Your personal information will at all times be dealt with in accordance with the applicable legislation, including legal obligations in the *Privacy Act 1988*, *The Privacy and Responsible Information Act 2024*, *Freedom of Information Act 1992*, *State Records Act 2000* and *Financial Management Act 2006*.
- e. You may request to delete this information from our store at any time by contacting investandtrade@jtsi.wa.gov.au where permissible in accordance with legislative requirements.