



Registration of Interest Terms & Conditions

Definitions

In these Terms & Conditions, unless the context otherwise requires:

Activity means a mission, event, exhibition or trade show to a host country.

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

State means the State of Western Australia.

Delegate means person participating in the Activity.

1. Acknowledgements

- a. Receiving an invitation does not guarantee a place in the Activity.
- b. The Department reserves its right and absolute discretion to select and decline delegates for the Activity.
- c. You acknowledge that, if selected and invited, your participation in the Activity may expose you to the risk of damage, loss or harm. To the maximum extent permitted by law, you will not hold the State and the Department responsible for any damage, loss or harm that occurs as a consequence of participation in the Activity.
- d. You acknowledge that if selected, the company and its Delegate(s) must agree to the Terms and Conditions.

2. No legal relationship

- a. The Parties acknowledge and agree that nothing in these Terms and Conditions may be construed to make either of them a partner, agent, employee or joint venturer of the other.
- 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. To the maximum extent permitted by law, the State and the Department shall not be liable for any losses suffered by the Delegate



in attending, or arising from, or in connection with the Activity.

3. Delegate obligations if invitation is accepted

- a. You are 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.
- b. You acknowledge that the Department is not able to provide letters of support for visa applications.
- c. You acknowledge that proof of travel, comprehensive travel insurance and visa (if applicable) is required to confirm participation in the Activity.
- d. You acknowledge that you will be required to provide details relating to dietary requirements, access or medical requirements and emergency contacts. Neither the State nor the Department will accept any liability arising from failure to provide accurate details relating to dietary requirements or medical information.
- e. You are responsible for familiarising yourself with, and abiding by, all relevant laws including local laws and regulations in host country
- f. If applicable, you must attend a relevant briefing prior to the Activity, as notified by the Department.
- g. You must participate in all events attached to the Activity, unless discussed and agreed upon in advance with the relevant departmental contact.
- h. If requested by the Department, all Delegates agree to participate in a formal evaluation of the Activity conducted by the Department or its agents.
- i. You acknowledge that your selection is not transferable, unless in exceptional circumstances and sufficient notice is provided to the Department, and the Department expressly provides written approval.
- j. You acknowledge that your invitation represents one Delegate per company or organisation, unless otherwise approved.

4. Code of Conduct

By accepting your invitation and participating in the Activity, you agree to:

- a. Conduct yourself in a professional manner having regard to the intent of the Activity.
- b. Act ethically and with integrity when engaged in all activities associated with the Activity.
- c. Maintain professional, respectful and positive behaviours and habits throughout the



Activity.

- d. Acknowledge that you may only have very limited opportunities to interact with Western Australian Government Ministers throughout the activity and be respectful of their time by not approaching them outside of scheduled interaction.
- e. Treat colleagues and the public with respect and courtesy.
- f. Maintain behaviour in accordance with local customs in host country.
- g. At all times, give due regard to others considering their interests, rights, safety and welfare.
- h. Ensure that your capacity to engage with the Activity is not impaired by using alcohol or drugs.
- i. Participation in the Activity will be withdrawn for breaches of code of conduct in this clause 4.

5. Program changes (for Activities organised by DEED)

- 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 DEED)

- 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 Delegate participating in the Activity.
- b. If requested by the Department, the Delegate must acknowledge the support provided by the Department in any relevant publicity undertaken by the Delegate.

8. Privacy

- a. By confirming your interest to participate, you agree to your corporate and personal information being collected by the Department.
- b. The Department may use your company logo, profile and contact information for



marketing collateral for the Activity.

- c. 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.
- d. The Delegate consents to the collection and disclosure of their corporate and personal information by the department and any online platform use in connection with the Activity and declares that they are authorised to provide the corporate and personal information of third parties where applicable.
- e. 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)*, *Privacy Act 1988*, *Freedom of Information Act 1992*, and *Financial Management Act 2006*.
- f. You may request to delete this information from our storage at any time by contacting roi.itwa@deed.wa.gov.au . 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*.