

# Expression of Interest Terms & Conditions

Please read and accept the following conditions before submitting your expression of interest for the 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 Jobs, Tourism, Science and Innovation

**Tourism WA** means Tourism Western Australia

**State** means the State of Western Australia.

## 1. Acknowledgements

- a. Submitting an expression of interest application does not guarantee a place in the Activity.
- b. The Tourism WA reserves its right and absolute discretion to select applicants for the Activity.
- c. You acknowledge that, if successful, your participation in the Activity 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 Activity.

## 2. No legal relationship

- a. Nothing in these T&Cs shall imply the creation of any legal relationship between you, 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 Activity. 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 Activity.

## 3. Applicant obligations if the expression of interest is successful

- a. You are responsible for the arrangements and costs of your own travel, including but not limited to airfares, visas, insurance, accommodation, transport, tours and meals (outside of the official program). Refer to the agenda for the Activity provided by Tourism WA for a comprehensive list of the program's inclusions and exclusions.

- b. You are responsible for arranging your own comprehensive travel insurance.
- c. You are responsible for familiarising yourself with, and abiding by, all relevant laws and COVID-19 requirements, including laws and COVID-19 requirements in the host country.
- d. You must attend a relevant briefing prior to the Activity, as notified by the Department and Tourism WA.
- e. You must participate in all events attached to the Activity, unless discussed and agreed upon in advance with the relevant tourism contact.
- f. If requested by the Department and/or Tourism WA, all attendees agree to participate in a formal evaluation of the Activity conducted by the Department and Tourism WA or its agents.

#### **4. Code of Conduct**

- a. You must conduct yourself in a professional manner having regard to the intent of the Activity.
- b. You must 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 the Department and Tourism WA)**

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

#### **6. Externally organised Activities (for Activities organised by entities that are not Tourism WA)**

- 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.

#### **7. Promotion and Acknowledgement**

- a. The Department and Tourism WA reserves the right to publicise the outcomes as a result of the applicant participating in the Activity.

- b. If requested by the Department and Tourism WA, the applicant must acknowledge the support provided by the Department and Tourism WA in any relevant publicity undertaken by the applicant.

## **8. Privacy**

- a. By submitting an expression of interest, you agree to your personal information being collected by the Department and Tourism 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 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 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. You may request to delete this information from our store at any time by contacting [vivienne.li@westernaustralia.com](mailto:vivienne.li@westernaustralia.com).