

# Terms and Conditions



## MISSION AGREEMENT

- A. Acting through the Minister for Investment and Trade, the South Australian Government proposed to conduct an Event to facilitate exporting and encourage investment in South Australia.
- B. The Participant wishes to register and participate in the event.
- C. These Terms and Conditions of Participation are to be read in conjunction with Event communication and collateral. In the event of any inconsistencies, the Terms and Conditions of Participation take precedence to the extent of any inconsistencies.
- D. Upon lodgement of the Application Form an agreement is entered into between the South Australian Government and the Participant.

## TERMS AND CONDITIONS

### 1 Definitions

*Acceptance Letter:* means written confirmation which includes email from a South Australian Government representative accepting the Participant's application.

*Agreement:* means these Terms and Conditions of Participation, the Event Brochure and the Application Form.

*Application Form:* means the online or hard copy Event Registration Form, specific to the Event contained on the South Australian Government website.

*Event:* means the mission specified or as determined by the South Australian Government to be an event.

*Participant:* means an Australian sole trade, partnership, or company seeking to export goods or services from South Australia or contemplating the export of goods or services.

*Government:* means the South Australian Government.

## APPLICATIONS

### 2 Acceptance of Application

Following receipt of the application, the Government will assess the application and determine whether the Participant is approved for the Event. If the application is

approved, the Government will issue an Acceptance Letter to the Participant. In the event the Government refuses approval to a participant, this Agreement shall cease and become null and void. If the Government refuses approval to a Participant, the Government will notify the Participant in writing with a reasonable time period.

### 3 Participation Fee

The Participation Fee is AUD\$200 (incl GST). Upon payment of this fee, the Participant will be an accepted mission attendee.

### 4 Payment

Once the Government has received payment of the Participation Fee in full, the Participant will be deemed to be confirmed and their place at the Event secured.

### 5 Late Applications

The Government may, at its discretion, accept or reject an Application Form received after the specified deadline.

## PARTICIPANT'S GENERAL RESPONSIBILITIES

### 6 Associated Costs

The Participant in the Event will make all arrangements, accept all responsibility, and meet all costs relating to their participation.

Where a Participant has requirements beyond what is specified in the standard Event program, the Participant shall bear the additional costs involved, at the sole discretion of the South Australian Government.

### 7 Shipping Arrangements

The South Australian Government may nominate a forwarding agent in an attempt to consolidate shipment of Event Items from Australia to the country where the Event will be held. The Participants may decide to use the nominated forwarding agent but are under no obligation to do so. If a Participant wishes to use the nominated forwarding agent, it must liaise with the forwarding agent and pay the agent's fees incurred in respect of the Participant's Event Items. Where a venue nominates an appointed freight forwarder, Participants agree to be bound by the third party's Terms & Conditions.

The Participant acknowledges and agrees the South Australian Government bears no liability for the shipping of Event Items or shipping and related fees incurred by the Participant and that this remains the sole responsibility of the Participant.

### **8 Acknowledgement of Risk**

The Participant acknowledges and accepts that its participation in the Event may expose it and its representatives to the risk of damage, loss or harm. The Participant acknowledges and agrees that it will not hold the Government responsible for any damage, loss or harm as a consequence of its participation in the Event.

The Government strongly recommends that each Participant consider the travel advice issued by the Department of Foreign Affairs and Trade (DFAT) for the country in which the Event will be held and for any countries which the Participant's representatives or its Event Items will enter in transit.

### **9 Insurance**

The Participant must ensure that it takes out appropriate insurance to cover risks, including travel insurance, which is required due to the Participant's involvement in the Event and that insurance is maintained at all relevant times. The Participant agrees to provide the Government upon request with proof of purchase.

The Government recommends that each Participant seek professional advice concerning the risks and relevant insurances relating to its participation in the Event, for example, insuring Event Items against loss, theft or damage in transit and while at the Event venue or site.

### **10 Conduct**

The Government reserves the right to immediately suspend or terminate services under this Agreement at its sole discretion without liability if it considers ongoing services may bring the parties or the Commonwealth into disrepute. Considerations will include potential breach of Australian or local law, including anti-bribery law, solvency, commercial dispute, unethical or immoral acts or any matter where ongoing provision of services is

considered not in the best interests of trade into South Australia.

## **EVENT CHANGES, ADDITIONAL TERMS & CONDITIONS**

### **11 Withdrawal**

In the event of a withdrawal from the Event, the Government accepts no responsibility for any financial losses incurred. A participant will be liable for any direct costs, should they decide to withdraw at any stage.

### **12 Cancellation or Postponement of Event**

The Government may cancel or postpone the Event at any time if:

- a. the risk to person, property or national security is considered by the South Australian Government, who will consult with Austrade and DFAT, in absolute discretion, to be unacceptable;
- b. for administrative reasons (eg due to a change in the venue), or if, in the Government's view, the Event may not achieve its purpose (eg because market forces have changed); or
- c. insufficient number of Participants is achieved.

If the Government cancels or postpones the Event, it will notify the Participant as soon as practicable. The Participant shall also acknowledge and agree that the Government will not be liable to pay compensation, damages or costs to the Participant in respect of the cancellation or postponement of the Event.

### **13 Liability and Termination Rights**

The Government reserves the right to suspend or terminate services under this Agreement at its sole discretion and without liability if it considers there to be a breach of any Australian local or (foreign) law, including anti-bribery law under the Australian Criminal Code, by a Participant or where ongoing provision of services may bring the Mission Participants or the Commonwealth into disrepute.

The Government will take reasonable care not to damage a Participant's Event Item during an Event. The Government will not be liable to pay any compensation, damages or costs to any Participant for damage caused to its Event Items unless that damage was caused by the Government's negligent or unlawful act.

# Terms and Conditions



## 14 Force Majeure

The Government will not be liable to the Participant for any loss suffered, nor be in default under this Agreement for any delay, failure or interruption resulting directly or indirectly from industrial action, blackouts, fire, war, terrorism, civil to military unrest, explosions, earthquakes, floods, labour disputes, acts of God or any other event or cause beyond the control of the Government, or if the attendance at the Event is adversely impacted by any of the causes nominated in this clause. In all such circumstances the Government shall be entitled to retain the Participation Fee paid by the Participant.

## 15 Indemnity

The Participant indemnifies the Government, its employees, contractors and agents (the indemnified) against all actions, proceedings, claims and demands which may be brought or made against the indemnified by any person in respect of any loss, damage or injury (including death) occurring to any person or property arising out of or in connection with:

- a. the Participant's involvement in the Event; or
- b. the Event Items owned, operated, exhibited, displayed, demonstrated by or under the direct or indirect control of the Participant, or by the Government on behalf of the participant.

This indemnity includes any costs incurred by the Government (including legal costs on a solicitor-client basis) in defending any actions, proceedings, claim and demands or in being represented at proceedings, inquiries or inquests.

## 16 Employees, Agents and Contractors or Participant

Any rights conferred upon the Participants are deemed to have been conferred upon the Participant and its employees, agents and contractors and any breach of these terms and conditions by any employee, contractor, licensee or invitee of the Participant constitutes a breach of this Agreement by the Participant.

## 17 Intellectual Property

The Participant shall indemnify the Government from and against all claims, liabilities, losses (including fines and penalties), damages and reasonable costs arising from any claim, suit or action (including legal costs and expenses) arising from reliance on information provided

by the Participant for use by the Government or for any breaches of third party intellectual property.

## GENERAL

### 18 Privacy

The Participant consents to the personal information in the Application Form being collected and used by the Government or its contracted service providers for the purpose of informing the Participant of other services, Events, opportunities, seminars, conferences, trade fairs and other export related activities that are organised or promoted by the Government. Notwithstanding the above consent, all personal information collected by the Government will only be used for the purpose for which it was provided and in accordance with the *Privacy Act 1988*. Access to the information the Government holds in relation to a Participant, is available upon request.

### 19 Licence

The Participant grants the Government a non-exclusive, non-transferable and royalty free license to use the Participant's brand name(s), logo(s) and trademark(s) on any material related to the Event.

### 20 Variation

A provision of this Agreement can only be varied by a later written document executed by or on behalf of the Government and the Participant.

### 21 Applicable Law

These terms and conditions are governed by South Australia and to be construed in accordance with the laws of South Australia. The Participant irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of South Australia.-

### 22 Severability

If any term, condition, provision or covenant contained in this Agreement is determined to be illegal, void, prohibited, invalid or otherwise unenforceable, it will be severed from these terms and conditions and the remaining terms and conditions will survive and remain in full force and effect.