

# TRADE 2018

GOLD COAST 2018 COMMONWEALTH GAMES TRADE AND INVESTMENT PROGRAM

## Trade 2018 Games Time Trade and Investment Program Terms and Conditions, Privacy Policy and Consent

### 1. Definitions

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

- a) "Applicant" means the entity registered for or otherwise participating in the Program, and to the extent that the context permits, includes the Applicant's employees, agents and representatives,
- b) "Laws" means all:
  - a. Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State of Queensland;
  - b. certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the Program;
  - c. the requirements of any authority with jurisdiction in respect of the Programs; and
  - d. fees and charges payable in connections with the foregoing.
- c) "Personal Information" has the meaning given in the *Information Privacy Act 2009* (Qld);
- d) "Program" means the *Trade 2018* Games Time Trade and Investment Program led by *Trade 2018*, in partnership with the City of Gold Coast and supported by the Australian Government, during the period from 3 until 16 April 2018, and which is described at [www.commonwealthhouse.com.au](http://www.commonwealthhouse.com.au).
- e) "Terms and Conditions" means these Terms and Conditions of participation in the *Trade 2018* Games Time Trade Investment Program.
- f) "*Trade 2018*" means the State of Queensland acting through the Department of Innovation, Tourism Industry Development and the Commonwealth Games.

### 2. Terms and Conditions of the Program

These Terms and Conditions apply to the Applicant's participation in Program. By participating in the Program, the Applicant acknowledges and agrees to comply with the terms and conditions set out below.

If, in the absolute discretion of *Trade 2018*, the Applicant fails to comply with clause 6, or the Applicant's conduct falls below the standard of conduct reasonably expected of a participant in a Program of this nature, or the Applicant does not comply with these Terms and Conditions, *Trade 2018* may cancel the Applicant's participation in the Program (including, without limitation, by cancelling the Applicant's registration to attend any event that is part of the Program), and no compensation will be payable or costs and expenses reimbursed, by *Trade 2018* in relation to such cancellation.

### 3. *Trade 2018* Games Time Trade and Investment Program

*Trade 2018*, in partnership with the City of Gold Coast and supported by the Australian Government, will facilitate the Program. *Trade 2018* may at its discretion cancel or vary the Program at any time before or during the Program. *Trade 2018* will promptly notify the Applicant of any such cancellation or variation.

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## 4. The Applicant's Responsibilities

The Applicant agrees to:

- a) meet all of its own costs and expenses (including travel, transportation, accommodation, living costs, comprehensive travel insurance and associated costs) associated with the Program, except where otherwise agreed with *Trade 2018*;
- b) obtain its own professional advice about prudent insurance coverage prior to participation in the Program;
- c) comply with all visa and entry requirements associated with participation in the Program;
- d) obtain its own independent legal and financial advice before entering into any business dealings or arrangements as a result of the Program;
- e) comply with all applicable Laws;
- f) provide each of its employees, contractors and representatives participating in the Program with a copy of these Terms and Conditions and ensures that he/she has read, understands and agrees to comply with these Terms and Conditions; and
- g) participate in the Program entirely at its own risk.

## 5. Consent

The Applicant consents to *Trade 2018* undertaking background checks, which may include, without limitation, an assessment of information relating to:

- (i) the Applicant's identity and criminal history;
- (ii) a national security assessment; and
- (iii) where applicable, immigration checks.

## 6. Applicant Conduct

The Applicant must not engage in any conduct which would bring *Trade 2018*, the Program or other Program participants into disrepute, or otherwise reflect unfavourably upon them.

Unless the Applicant has obtained *Trade 2018's* prior written consent, the Applicant must not:

- (a) state, represent or imply that any of the Applicant's goods and/or services are endorsed or promoted by *Trade 2018* or the Program; or
- (b) use any logo, trade names or trademarks of *Trade 2018*, the Queensland Government or the City of Gold Coast.

## 7. Program Outcomes

*Trade 2018* makes no representations whatsoever about:

- (a) the success or possible outcomes of participation in the Program; or
- (b) any persons or entities introduced to the Applicant during the Program or any business opportunities which might arise as a result of participation in the Program.

## 8. Survey

The Applicant consent to *Trade 2018* contacting the Applicant to request that the Applicant take part in a survey.

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## 9. Insurance

It is the responsibility of the Applicant to take out and maintain all insurances. It is strongly recommended that, and the Applicant is encouraged to, take out and maintain:

- (a) comprehensive travel insurance (including comprehensive health cover) for the purposes of participation in the Program and produce evidence of such insurance upon request by *Trade 2018*; and
- (b) all other insurances necessary to prudently insure against any other insurable risks associated with participation in the Program.

## 10. Acknowledgement

The Applicant acknowledges and agrees that:

- a. any advice, statements, information, representations or opinions provided or made by or on behalf of *Trade 2018* before, during or after the Program (Content) are for information purposes only and the Applicant agrees not to rely on same;
- b. it is responsible for obtaining its own financial and/or legal advice before relying on any Content. *Trade 2018* make no representations about the content and suitability of the Content for any purpose. Specifically, and without limitation, *Trade 2018* does not warrant, guarantee or make any representations regarding the correctness, accuracy, reliability, currency, or any other aspect regarding characteristics or use of the Content;
- c. it accepts sole responsibility and risk associated with using the Content irrespective of the purpose to which such Content is applied. To the extent permitted by law, in no event shall *Trade 2018* be liable for any special, indirect or consequential damages or any damages, losses or expenses whatsoever resulting from its use of the Content;
- d. *Trade 2018* accepts no responsibility for the actions of the Applicant and has no obligation to assist the Applicant in the event that the Applicant contravenes any Laws (including any laws of a jurisdiction outside of Australia); and
- e. *Trade 2018* reserves the right to restrict an Applicant's access to events, meetings and/or venues if it is deemed to be logistically not possible, or inappropriate for any reason.

## 11. Indemnity

The Applicant hereby releases, discharges and indemnifies *Trade 2018* and its employees, agents, officers, contractors and subcontractors ("Representatives") from and against all liability, actions, claims, proceedings or demands in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, indirect, or consequential loss including consequential financial loss, loss of profit or delay), and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

- a. the Program;
- b. the Applicant's participation in the Program, including attendance at any events as part of the Program;
- c. any cancellation or amendment to the Program, including cancellation of the Applicant's participation in the Program;
- d. breach of these Terms and Conditions by the Applicant; and

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- e. any unlawful, wilful or negligent act or omission of the Applicant or any person for whose conduct the Applicant is liable.

## 12. General

These Terms and Conditions will be governed by and construed in accordance with the laws of Queensland.

In these Terms and Conditions 'includes' in any form is not a word of limitation.

## 13. Privacy

*Trade 2018* (Office of the Commonwealth Games and City of Gold Coast) and Queensland Government must comply with the Information Privacy Act 2009 (Qld) when collecting and handling Applicant information.

### Collection Notice

*Trade 2018* is collecting the Applicant's information (including personal information) as part of the Applicant's participation in the Program for the purposes of facilitating delivery of the Program. *Trade 2018* may provide the Applicant's information (including Personal Information) to external partner agencies to conduct checks on Applicants (including background checks). Examples of external partner agencies that *Trade 2018* may share the Applicant's information with include Queensland Police Service (QPS), Australian Criminal Intelligence Commission (ACIC), Australian Security Intelligence Organisation (ASIO), AusCheck within the Attorney-General's Department, Department of Immigration and Border Protection and other relevant Australian and international agencies as deemed appropriate.

Your information is handled in accordance with the Information Privacy Act 2009 (Qld) and may only be accessed by Councillors, Council employees, Queensland Government and authorised contractors. Unless provided for in these Terms and Conditions or authorised or required by law, *Trade 2018* will not provide your personal information to any other person or agency, without your consent. For further information go to <http://www.goldcoast.qld.gov.au/privacy-81.html>.

*Trade 2018* may also need to conduct additional checks to ensure the Applicant's suitability for the Program. For this purpose, *Trade 2018* may share the Applicant's Personal Information with other agencies such as the Australian Government.

*Trade 2018* may also use your personal information in order to contact you to provide you with information regarding Program functions, tickets and services, and to seek your participation in a survey about the Program or a particular event/function that is part of the Program.