

Expression of Interest: Terms & Conditions

Definitions

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

Activity means the Western Australian program, Global Tech and Innovation Program 2024.

Department means the Department of Jobs, Tourism, Science and Innovation

State means the State of Western Australia.

Applicant means delegate participating in the Activity.

1. Acknowledgements

- a. Submitting an expression of interest application does not guarantee a place in the Activity.
- b. The Department reserves its right and absolute discretion to select and decline 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 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 the EOI submission is submitted on behalf of the Applicant, the Applicant must agree to the Terms and Conditions.

2. No legal relationship

- a. Nothing in these Terms & Conditions shall imply the creation of any legal relationship between you and the Department.
- 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 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 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, visa applications, insurance, accommodation, transport, comprehensive travel insurance 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 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.
- e. You are responsible for familiarising yourself with, and abiding by, all relevant laws including Western Australian local laws.
- 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 attendees agree to participate in a formal evaluation of the Activity conducted by the Department or its agents.
- i. You acknowledge that your application is not transferrable, unless in exceptional circumstances and sufficient notice is provided to the Department.
- j. You acknowledge that your EOI submission represents one applicant per company.
- k. You acknowledge that you are based outside of Western Australia.
- I. If unsuccessful, you acknowledge that feedback will not be provided in relation to your EOI application for the Activity.

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 with 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. Maintain behaviour in accordance with local customs in Western Australia



- 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.
- h. Participation in the Activity will be withdrawn for breaches of code of conduct.

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.

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 submitting an expression of 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 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.

Invest & Trade WESTERN AUSTRALIA



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