

Offshore Events Terms and Conditions



By submitting an application for registration to participate in a Tourism New Zealand event you agree that these terms and conditions apply to you in respect of such application, and should Tourism New Zealand accept your application, your participation in the event.

1 Relevant terms

1.1 In these terms and conditions the following terms have the corresponding meanings:

Cancellation Fee means the fee specified in the Event prospectus or as otherwise notified by Tourism New Zealand, that is payable by you in the event of your cancellation of your participation at the Event.

Criteria means the criteria specified in clauses 3.1 (**Participation Criteria**) and 4.2 (**Selection Criteria**) below.

Event means the event organised or coordinated by Tourism New Zealand in respect of which you are applying to participate.

Exhibit means the exhibit promoting your Product/Service at the Event and includes, without limitation, any electronic or other documentation used or provided in respect of your Product/Service, any audio-visual tools used and the information provided or shown using those tools, and any presentations or performances given in respect of your Product/Service.

Participant means an individual or body corporate (an association of persons regarded as a single legal person at law) whose application to participate at the Event has been accepted by Tourism New Zealand, and where applicable, includes all employees, contractors, and representatives of that individual or body corporate.

Participation Fee means the fee specified on the Website that is payable by you to Tourism New Zealand in relation to your participation at the Event.

Product/Service means the products and/or services that you supply and that you wish to promote at the Event.

Qualmark refers to an accreditation system used to assess the quality of providers of products and services to tourists in New Zealand.

Website means the Tourism New Zealand website at URL www.tourismnewzealand.com or individual operator websites, depending on the context.

References to **you** and **your** are references to the individual or body corporate submitting this application to participate at the Event, and includes all employees, contractors, and representatives of that individual or body corporate.

2 The Event

- 2.1 The location, timing, format, purpose, and all other aspects of the Event are determined at the sole discretion of Tourism New Zealand. Tourism New Zealand may change any aspect of the Event, including without limitation the location, timing, format and purpose, where it reasonably considers necessary to do so.

3 Participation criteria

- 3.1 You may only apply to participate at this Event if:
- a your Product/Service falls into one of the following Qualmark categories and evidence can be shown that such Product/Service has achieved Qualmark accreditation:
 - Star Graded Accommodation;
 - Star Graded Venue;
 - Endorsed Visitor Activity;
 - Endorsed Visitor Transport;
 - Endorsed Visitor Service;
 - Endorsed Inbound Tour Operator;
 - Endorsed Visitor Information Centre; **or**
 - b you are an International Marketing Alliance (IMA), touring route, Regional Tourism Organisation (RTO), other marketing group or national association where first preference should be given to the Qualmark products you represent; **or**
 - c you are an airline with established routes to New Zealand.

4 Acceptance of application

- 4.1 **Acceptance:** Consideration and acceptance of your application to participate at the Event is at the sole discretion of Tourism New Zealand. Tourism New Zealand is under no obligation to provide you with any reasons for their acceptance or rejection of your application.
- 4.2 **Selection criteria:** Without limiting clause 4.1 (**Acceptance**), your application to participate at the Event will be assessed using one or more of the following criteria:
- the consistency of your application and your Product/Service with the objectives of the Event and Tourism New Zealand;
 - the consistency of your application and Product/Service with Tourism New Zealand's Event objectives and statutory obligations;
 - the need to have an appropriately diverse selection of products and services promoted at the Event;
 - the order in which your application is received within the application timeframe, for example: "first come first served";

- the availability of information about your Product/Service over the internet and by email and the quality of such information;
- where relevant, the ability of your Product/Service to be booked and commission paid in respect of your Product/Service at the appropriate industry levels and relevant to the distribution system used;
- your involvement with Tourism New Zealand's marketing programmes, including but not limited to the international media programme;
- evidence of international marketing of your Product/Service in relevant markets by you or via off-shore travel sellers;
- the availability of the relevant retail and wholesale rates for your Product/Service at the start of the Event;
- your financial and industry performance; and
- any other criteria that Tourism New Zealand considers relevant to the selection of products and services for promotion at the Event.

5 Warranties

- 5.1 You undertake and warrant that your Product/Service, participation at the Event, the content of your Exhibit, and any information provided by you in respect of your Product/Service at the Event will not:
- a be misleading or deceptive or likely to mislead or deceive or otherwise be in breach of the Fair Trading Act 1986;
 - b be defamatory or offensive to generally accepted community standards or otherwise unlawful; or
 - c breach or otherwise infringe any intellectual property rights, including copyright and trade marks, of any third party.

6 Cancellation

- 6.1 **Cancellation by Tourism New Zealand:** If, at any time following acceptance of your application but prior to the Event:
- a Tourism New Zealand considers that you cease to satisfy any of the Criteria or have otherwise breached these terms and conditions;
 - b Tourism New Zealand reasonably considers that it is no longer appropriate for you to participate in the Event; or
 - c you fail to pay the Participation Fee to Tourism New Zealand by the due date for payment specified by Tourism New Zealand,

Tourism New Zealand may, in its sole discretion, by notice in writing, withdraw its acceptance of your application and cancel your right to participate in the Event without incurring any liability to you or any third party. Cancellation of your participation in the Event by Tourism New Zealand will have immediate effect on receipt of such notice.

- 6.2 **Cancellation by you:** Following acceptance of your application you may cancel your participation in the Event 15 business days or more before the Event by providing written notice of such cancellation to Tourism New Zealand and paying the Cancellation Fee as provided for in the Event prospectus, or as otherwise notified by Tourism New Zealand.

Cancellation of your participation in the Event less than 15 business days prior to the Event, by written notice or otherwise, will require payment of the Cancellation Fee and result in forfeiture of your Participation Fee to Tourism New Zealand.

7 Fees and payment

- 7.1 **Participation Fee:** The Participation Fee is due and payable in full within 30 days of issue of an invoice by Tourism New Zealand, and in any case no later than 15 business days prior to the Event.

- 7.2 **Late payment:** Tourism New Zealand may charge default interest on any amounts due and owing to it, including the Participation Fee and the Cancellation Fee, that are not received by the due date. Default interest shall be calculated at a rate equal to the then current 90 day bank rate of Tourism New Zealand's principal bank plus two per cent per annum calculated on a daily basis from the due date for payment down to the date on which payment is received by Tourism New Zealand.

- 7.3 **Taxes:** Participants agree to pay all applicable taxes in connection with the Event as provided for in the Event prospectus, or as otherwise notified by Tourism New Zealand.

- 7.4 **Other costs:** You are responsible for all your costs associated with the Event including, without limitation, travel and accommodation costs, advertising costs, exhibition and promotional materials, including freight and customs costs. Tourism New Zealand will not be responsible for any costs or disbursements that you incur as a result of your application or your participation in the Event.

8 Privacy and confidentiality

- 8.1 **Privacy:** Tourism New Zealand may collect personal information from you (such as your name, home/business address and email) for the purpose of facilitating your participation in the Event, and for event management. It may be provided to other event related organisations or entities (such as state tourist authorities, other event participants and event contractors) for

the purpose of event management or Tourism New Zealand may use it to contact you in the future for purposes relating to the Event. Tourism New Zealand will keep personal information confidential except where disclosure is necessary for the purpose of organising or running the Event or where disclosure is required:

- a by law enforcement or other Government agencies in connection with the conduct of any investigation of criminal activities; or
- b by court order.

Such personal information does not extend to information that:

- a was known to Tourism New Zealand prior to the submission of this application;
- b is, or becomes, public knowledge without the fault of Tourism New Zealand;
- c is, or becomes, available to Tourism New Zealand from a source other than you; or
- d is required to be disclosed by law.

You may at any time have access to any personal information about you held by Tourism New Zealand by submitting a request to Tourism New Zealand in writing. Tourism New Zealand will update and correct such information upon receipt of a written request from you.

8.2 Confidential Information: Tourism New Zealand may provide you with confidential information during the Event, including information relating to other Event participants. Such information must only be used by you for the purposes of the Event, and must otherwise be kept confidential by you. Such confidential information must not be provided to a third party without the prior consent of Tourism New Zealand (and any individuals whose information is included).

8.3 Access to information: As a government organisation, Tourism New Zealand is subject to the Official Information Act 1982 (OIA), and as such Tourism New Zealand may at any time be required to make available and disclose personal or confidential information about you in response to a request for access to official information made under the OIA.

9 Use of your image

9.1 Tourism New Zealand or its agents may take photos or recordings of participants and exhibits and Tourism New Zealand, its partners and affiliates may use the materials for future promotional and marketing purposes without further reference or compensation to participants.

10 Liability and indemnity

10.1 Liability: To the extent permitted by law, Tourism New Zealand will not be liable for any loss or damage (including consequential loss or damage, loss of profits, loss of revenue or loss of

savings) which may be suffered or incurred or which may arise directly or indirectly in respect of your application and/or the Event or any failure or omission on the part of Tourism New Zealand to comply with its obligations under these terms and conditions.

10.2 **Exclusions:** All conditions and warranties which may be implied by law into these terms and conditions are excluded except to the extent that it would be unlawful to do so. The parties intend that the goods or services provided under these terms and conditions are not of a kind ordinarily acquired for personal, domestic or household use or consumption. However to the extent the goods or services are nonetheless of such kind, you agree that in acquiring them in trade:

- a The guarantees provided under the Consumer Guarantees Act 1993 shall not apply to the supply of such goods and services to the extent permitted by law.
- b You acknowledge that it is fair and reasonable to contract out of the Consumer Guarantees Act, and
- c You have sought or had the opportunity to seek legal advice on the effect of this section.

10.3 **Limitation:** If, for any reason, Tourism New Zealand cannot rely upon the limitations and exclusions in clauses 9.1 (**Liability**) and 9.2 (**Exclusions**), then to the extent permitted by law, the maximum aggregate liability that Tourism New Zealand will have to you in respect of the subject matter of these terms and conditions is the total Participation Fee paid by you under these terms and conditions.

10.4 **Indemnity:** To the extent permitted by law, you will indemnify Tourism New Zealand against any costs, losses and damages and will, at your cost, defend or settle any claim suit, action or proceeding brought against Tourism New Zealand arising from:

- a any breach of these terms and conditions by you;
- b your participation at the Event;
- c use of your Product/Service by any third party; or
- d any third party claim of intellectual property rights infringement in respect of your Exhibit or your Product/Service.

10.5 **Health and Safety:** You will so far as reasonably practicable ensure your own health and safety and the health and safety of your workers at any offshore event you attend. You agree to comply with all relevant TNZ policies and procedures notified to you, as well as all reasonable instructions by TNZ employees. You agree also to comply with any policies and procedures of the venue provider notified to you, and their reasonable instructions.

11 Insurance

11.1 Participants must effect and maintain at their own expense insurance policies covering all aspects of their participation in the Event including, but not limited to, public and product liability, workers compensation, property insurance and travel insurance. Participants acknowledge that Tourism New Zealand does not:

- a have any responsibility or liability for any loss suffered by or damage caused to participants, visitors, or any other third party;
- b provide or arrange for any insurance for, or on behalf, of participants, visitors or any other third party; and
- c provide any indemnity for loss or injury suffered by participants, visitors, or any other third party.

12 Notices

12.1 Any notice to be given to Tourism New Zealand under these terms and conditions must be in writing sent to:

Tourism New Zealand

PO Box 95

Level 22, Vodafone on the Quay

157 Lambton Quay

Wellington

Any notice to be given to you may be sent to the address provided by you with your application.

A notice given in accordance with this clause 11.1 (**Notices**) is deemed to be received 3 business days after posting, if sent by prepaid post or on the day of delivery or left at the recipient's provided address during business hours.

13 Third party terms and conditions

13.1 Should the Event be run by a third party (and your participation co-ordinated by Tourism New Zealand), you may be required to comply with certain terms and conditions of this third party (**Third Party Terms**) as they apply to your participation in the Event. Where practical, such Third Party Terms will be supplied to you for your review prior to the Event. Your participation in the Event will be conditional on your acceptance and compliance with the Third Party Terms that relate to your participation in the Event. To the extent the Third Party Terms are inconsistent or conflict with these terms and conditions, the Third Party Terms will take priority and apply to the exclusion of the relevant provisions of these terms and conditions.

14 General terms

- 14.1 **Representations:** You acknowledge that you have not relied on any representation made by Tourism New Zealand which is not expressly stated in these terms and conditions.
- 14.2 **Assignment:** You may not, without Tourism New Zealand's prior written consent, assign, sub-contract, pledge or transfer the whole or any part of your rights, duties or obligations under these terms and conditions.
- 14.3 **Waiver:** Failure or neglect by Tourism New Zealand to enforce at any time any of the terms, conditions or provisions of these terms and conditions shall not be construed to be a waiver of Tourism New Zealand's rights, or in any way affect the validity of the whole or any part of these terms and conditions, or to otherwise prejudice Tourism New Zealand's right to take subsequent action. Any waiver by Tourism New Zealand in respect of any right provided for in these terms and conditions shall not be construed to be a waiver of any further or future rights arising under these terms and conditions.
- 14.4 **Compliance with law:** You will ensure that you, and each of your employees, contractors and representatives, comply with all applicable New Zealand law at all times during your participation in the Event, (including health and safety legislation), and with all applicable laws (including all visa and regulatory requirements) of any overseas country in which the Event is held.
- 14.5 **Governing law:** These terms and conditions shall be governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues which may arise under or in connection with these terms and conditions.
- 14.6 **Entire agreement:** These terms and conditions constitute the entire agreement between you and Tourism New Zealand and supersede all prior communications, representations, agreements and understandings, either verbal or written, between you and Tourism New Zealand with respect to the subject matter of these terms and conditions.