

# Tassie Holiday Voucher Terms and Conditions

**Background:** The Tourism Business is submitting an Application to the Authority to participate in the Campaign. The following terms and conditions record the agreement between the parties, together with the Application, should the Tourism Business's Application to participate in the Campaign be successful.

The parties agree as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

**Agent** means Naked Bookings Pty Ltd (ABN 75 169 881 430) (trading as Nabooki)

**Agreement** means the agreement between Tourism Tasmania, the Authority established as a body corporate and being established as an instrumentality of the Crown, under Section 4 of the *Tourism Tasmania Act 1996* ("the Authority") and the Tourism Business, as the components of the Agreement are further described in clause 2.

**Application** means the application by the Tourism Business to participate in the Campaign made on the Application Portal and includes the Tourism Business's Campaign Offer/s and the rules for eligibility as set out on the Application Portal.

**Application Portal** means the portal for the Campaign on which the Tourism Business makes an Application to be included in the Campaign.

**ATDW** means the Australian Tourism Data Warehouse on which the Tourism Business is required to be registered prior to 11:59pm (AEDT) on 18 October 2021.

**Booking Period** means the period between 3 November 2021 and 17 November 2021 (inclusive), or as otherwise determined by the Authority.

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

**Campaign** means the campaign "Tassie Holiday Voucher" developed by the Authority to support the Tasmanian tourism industry by offering a voucher to encourage interstate Consumers to undertake travel and tourism experiences within Tasmania.

**Campaign IP** means such Intellectual Property Rights, designations, slogans, logos or trade marks used by the Authority, which the Authority has notified the Tourism Business is approved for the Tourism Business's use from time to time, and for the purpose of the Campaign on the terms specified in these Conditions.

**Campaign Offer(s)** means the offers to be made available to the Consumer upon presentation of a Tassie Holiday Voucher during the Booking Period and including the value of the Rebate available to the Tourism Business ensuring that:

- (a) Tassie Holiday vouchers to the value of \$100 can be redeemed against any offer of \$100 or more for a Tasmanian tour or attraction; or
- (b) Tassie Holiday vouchers to the value of \$200 can be redeemed against an offer of \$200 or more for Tasmanian accommodation

**Campaign Portal** means the portal which the Agent will use to capture and host the Tourism Business's details and the Campaign Offers agreed with the Tourism Business to be offered for the Campaign.

**Conditions** means these terms and conditions forming part of the Agreement.

**Confirmation Date** means the date the Authority sends a confirmation to the Tourism Business as to any successful Application to participate in the Campaign.

**Consumer** means a person aged 18 years or over and residing in a State or Region of Australia included in the Campaign at the time of registering for a Tassie Holiday Voucher.

**Corporate Identification** means a trade mark (whether registered or not) which identifies the Tourism Business's goods or services, and which is nominated by the Tourism Business in writing in the Application for use in connection with the Campaign and pursuant to the terms of the Agreement.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**GST** means the tax imposed by GST Law.

**GST Law** has the meaning attributed in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth).

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**Intellectual Property Rights** means all industrial and intellectual property rights including all:

- (a) know how, trade secrets, copyright, trade marks (whether registered or unregistered), designs, patents and any right to have confidential information kept confidential; and
- (b) any application or right to apply for registration of any of the rights referred to in the immediately preceding paragraph a).

**Notice** means a notice in writing, or a consent, approval or other communication, required to be in writing, under this Agreement.

**Promotion Services** means the services provided by the Authority to the Tourism Business under this Agreement in support of the Campaign and which may include promotion of the Tourism Business as a Tourism Tasmania registered provider under the Campaign.

**Rebate** means a voucher of:

- (a) \$100 (inclusive of GST) for approved Campaign Offers to the value of \$100 or more for a Tasmanian tour or attraction; or
- (b) \$200 (inclusive of GST) for approved Campaign Offers for Tasmanian accommodation with a value of more than \$200.

**Right** includes a right, power, remedy, authority and discretion.

**Rules for Eligibility** means the eligibility criteria set out on the Application Portal by Tourism Tasmania which the Tourism Business must meet to be eligible to participate in the Campaign.

**Tassie Holiday Voucher** means the unique voucher issued to a Consumer upon the draw of a trade promotion lottery providing the Consumer with a discount on a Campaign Offer offered by the Tourism Business to the value of either \$100 for a tour or attraction and or \$200 for accommodation (inclusive of GST).

**Term** means the term of the Agreement as set out in clause 2.

**Tourism Business** means the party named in the Application supplying either accommodation or tours and attractions and approved and registered by the Authority on the Campaign Portal

**Travel Period** means the period between 4 November 2021 and 31 December 2021 inclusive.

**Unique Identifier(s)** means the unique identifying code issued to a Consumer in the form of a Tassie Holiday Voucher and used by the Consumer in accessing a discount on tours and attractions or accommodation via a Campaign Offer.

## 1.1 Interpretation

In the Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the Agreement have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;

- (f) a reference to an annexure, an appendix, an attachment, a schedule or a party, is a reference to an annexure, an appendix, an attachment, a schedule or a party to the Agreement;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a 'document' includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or
  - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;
- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere;

- (s) references to '\$' and 'dollars' are to Australian dollars;
- (t) each Right of the Authority under the Agreement may be exercised from time to time; and
- (u) a reference to the termination of the Agreement includes its expiry.

## **1.2 Headings**

Headings are inserted for convenience only and do not affect interpretation of the Agreement.

## **1.3 Clause numbers in this document**

Unless the context otherwise requires, a reference in the Agreement to a numbered clause refers to the clause, bearing that number, in the Agreement.

## **1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of the Agreement, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of the Agreement or any part of it.

## **1.5 Authority's discretion**

Any discretion of the Authority under, or in connection with, this Agreement or an Application process, is an absolute discretion. This clause applies even irrespective of whether or not the discretion is expressed to be absolute.

## **2. AGREEMENT**

**2.1.** This Agreement binds the Authority and the Tourism Business from the Confirmation Date and terminates 31 December 2021, unless otherwise terminated in accordance with the terms of this Agreement.

**2.2.** This Agreement consists of:

- (a) these Conditions;
- (b) the Application (including the Rules for Eligibility); and
- (c) any amendments or variations made in accordance with these Conditions.

This Agreement supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

**2.3.** The terms of any other document (including any document of the Tourism Business) that purports to form part of this Agreement is excluded unless expressly confirmed in writing by the Authority as forming part of the Agreement. In case of any inconsistency between a provision of these Conditions and any provision of any other document forming part of this Agreement, these Conditions will prevail.

**2.4.** For the purpose of this Agreement, the Tourism Business acknowledges that the Agent is responsible for the management and administration of the Campaign, the Rebate and the Promotion Services for and on behalf of the Authority. The Agent will oversee the performance of these Conditions, if applicable, other parts of the Agreement and all communication between the Authority and the Tourism Business must be conducted via the Agent. All instructions (if any) to the Tourism Business will be given by the Agent and such instructions are deemed to have been duly authorised by the Authority.

### **3. REGISTER TO PARTICPATE**

**3.1.** The Tourism Business agrees the Authority will provide the Promotion Services to the Tourism Business in accordance with the following process:

- (a) the Authority will assess and review Applications made by a Tourism Business on the Application Portal to participate in the Campaign. All Applications will be assessed according to the Rules for Eligibility;
- (b) upon review of the Application, the Tourism Business will be advised by the Authority whether its registration to participate in the Campaign has been accepted by the Authority, entirely at the Authority's discretion;
- (c) all information provided in the Application, including any personal information of the successful Tourism Business, will be sent to the Agent for the Promotion Services;
- (d) the Agent will engage with the Tourism Business to:
  - (i) finalise Campaign Offers and on board all Tourism Businesses no later than 2 November 2021 – which date is final and cannot be extended;
  - (ii) obtain and onboard the Tourism Business's terms and conditions relevant to the Campaign Offers, including any terms and conditions relevant to cancellations or change of bookings;
  - (iii) obtain all necessary financial details of the Tourism Business in order to manage and administer the Campaign, Rebate and Promotion Services;
  - (iv) make a selection as to which Consumer payment option the Tourism Business will accept on the Campaign Portal. Payment options are limited to integrating the Tourism Business's supported payment gateway account in the Agent's portal (Pre-Payment method), or otherwise using its own private method to obtain and finalise payment.

**3.2.** In consideration for the Authority providing the Promotion Services:

- (a) the Tourism Business must allow all Consumers with a Tassie Holiday Voucher to book the Campaign Offers with the Tourism Business via the Campaign Portal;

- (b) the Tourism Business must ensure the Campaign Offers will remain open for booking during the Booking Period for travel during the Travel Period, subject to any block out dates that the Tourism Business might reasonably apply;
- (c) the Campaign Offers must be approved by the Tourism Business within the timeframe stated by the Agent in order to be finalised and uploaded to the Campaign Portal no later than 5pm on 2 November 2021 and available for Consumer booking on 3 November for the term of the Booking Period; and
- (d) the Tourism Business otherwise provides, and must comply with, all other agreements and obligations of the Tourism Business specified, or set out in, the Agreement.

#### 4. RECONCILIATION AND REIMBURSEMENT

- 4.1. If the Tourism Business does not elect to adopt a Pre-Payment method, upon a Consumer making a booking with the Tourism Business using the Campaign Portal, the Consumer will be referred directly to the Tourism Business to complete payment for the accommodation, tour or attraction and the payment must include a deduction for the value of the Tassie Holiday Voucher valid for the Campaign Offer.
- 4.2. If the Tourism Business does adopt a Pre-Payment method, upon a Consumer making a booking with the Tourism Business using the Campaign Portal, the Consumer will be automatically directed to the Tourism Business's Pre-Payment method and will complete the payment for the booking minus a deduction for the value of the Tassie Holiday Voucher.
- 4.3. The Tourism Business will receive a daily booking summary containing all bookings scheduled with the Tourism Business for that day.
- 4.4. The Authority will, via the Agent, reconcile completed bookings every Monday for bookings completed and checked in by the Tourism Business in the previous 7 days. Using this reconciliation, the Authority, via the Agent, will make payment of all Rebates for Tassie Holiday Vouchers redeemed during that reconciliation period. The Tourism Business should receive payment of its Rebate for the Tassie Holiday Voucher within no more than 30 days of the Consumer's accommodation, tour or attraction booking being completed. For the purpose of this clause a '**completed booking**' refers to the completion of the tour, attraction or travel by the Consumer during the Travel Period in accordance with a booking made with the Tourism Business during the Booking Period.
- 4.5. The Tourism Business acknowledges that the Campaign Portal contains a "Manage Booking" function. The Manage Booking function allows a Consumer to view booking details, and within any defined cancellation periods set by the Tourism Business in its terms and conditions and by no later than the close of the Travel Period, change or cancel a booking with the Tourism Business. If a booking is

cancelled by a Consumer using the Manage Booking function, the Tourism Business agrees that the Consumer can rebook the same tour on a different date within the travel period unless otherwise specified in the Tourism Business's terms and conditions.

- 4.6. The Tourism Business agrees that it is not eligible to claim or receive the benefit of a Rebate unless and until the Consumer has completed its booking with the Tourism Business without a cancellation – for the avoidance of doubt, if a booking is made, and the Consumer does not complete the accommodation, tour or attraction, the Tourism Business is not eligible for the Rebate.
- 4.7. The Tourism Business agrees that, once a Consumer has travelled, the Tourism Business is responsible for marking a Consumer's booking as complete within the Campaign Portal.

## **5. LICENCE BY THE AUTHORITY**

- 5.1. The Authority grants to the Tourism Business a limited, non-exclusive, royalty free licence, for the Term, to use the Campaign IP solely in relation to, and for the purpose of, promoting the Tourism Business's participation in the Campaign on the conditions set out in this clause 5 and the Tourism Business accepts this licence.
- 5.2. The Authority may use or license others to use the Campaign IP, as the Authority sees fit in its sole discretion either alone or in conjunction with any other logos, names, or trade marks.
- 5.3. The Tourism Business agrees that:
  - (a) the Campaign IP is the sole and exclusive property of the Authority; and
  - (b) all Intellectual Property Rights and all goodwill arising from the use of the Campaign IP will vest in, accrue to, and be the sole and absolute property of the Authority, immediately upon creation and, to the extent necessary, including under any Law, this clause constitutes written assignment or transfer of all relevant Intellectual Property Rights and goodwill by the Tourism Business.
- 5.4. All proposed use of the Campaign IP by the Tourism Business is subject to the written approval of the Authority, with such approval not to be unreasonably withheld. The Tourism Business must not attempt to register any logo, trade mark, name, design or mark similar to or capable of being confused with the Campaign IP and the Tourism Business must observe such requirements with respect to the Campaign IP as the Authority may from time to time direct in writing.



## **6. LICENCE BY THE TOURISM BUSINESS**

- 6.1.** The Tourism Business grants to the Authority a limited, non-exclusive, royalty free licence for the Term to use the Corporate Identification for the purpose of promoting the Tourism Business's participation, goods and services in the Campaign on the conditions set out in this clause 6 and the Authority accepts this licence.
- 6.2.** The Tourism Business may use or license others to use the Corporate Identification as it sees fit and in its sole discretion either alone or in conjunction with any other logos, names, or trade marks which the Tourism Business is lawfully permitted to use or licence.
- 6.3.** The Authority accepts that the Corporate Identification is the sole and exclusive property of the Tourism Business and that all Intellectual Property Rights and all goodwill arising from the use of the Corporate Identification will accrue to and be the sole and absolute property of the Tourism Business.
- 6.4.** The Authority must not attempt to register any logo, trade mark, name, design or mark similar to or capable of being confused with the Corporate Identification.

## **7. PROMOTION SERVICES**

- 7.1.** The Authority may in its sole discretion:
- (a) use the Corporate Identification or other Intellectual Property Rights specified in clause 6; and
  - (b) conduct advertising or promotion in relation to the Tourism Business's participation in the Campaign.

## **8. RECORD KEEPING AND AUDIT**

- 8.1.** The Tourism Business must maintain fully up to date and accurate records relating to:
- (a) the number of bookings made for the Campaign Offer;
  - (b) the value of the bookings; and
  - (c) the number of completed bookings or cancellations,
- during the Travel Period.
- 8.2.** The Authority may direct the Tourism Business to arrange for the records described in clause 8.1 to be audited at the Tourism Business's expense. The Authority may specify the minimum qualifications to be held by a person appointed to conduct the

audit.

- 8.3.** The Tourism Business will otherwise provide the Authority with information about, and reports on, the factors set out in clause 8.1, when requested by the Authority.

## **9. INDEMNITY AND WAIVER**

- 9.1.** The Tourism Business must indemnify the Authority, and employees or agents (including the Agent) of the Authority, against:

- (a) any legal liability, loss, claim, action or proceeding for:
  - (i) personal injury to, or death of, a third party;
  - (ii) either or both loss of, or damage to, property of a third party; or
  - (iii) economic loss of a third party,arising out of, or in connection with, the Campaign, the Tourism Business's participation in the Campaign, or otherwise under this Agreement; and
- (b) any costs and expenses that may be incurred in connection with any of the above.

- 9.2.** The liability of the Tourism Business under the indemnity in clause 9.1 is to be reduced proportionately in respect of any legal liability, loss, claim, action or proceeding directly resulting from:

- (a) a breach of the Agreement by the Authority; or
- (b) any unlawful, negligent, fraudulent, reckless or deliberately wrongful, act or omission of the Authority or any of the Authority's employees, authorised contractors or agents (including the Agent).

- 9.3.** Each indemnity:

- (a) is a continuing obligation, separate and independent from the other obligations of the Tourism Business; and
- (b) survives the termination of the Agreement.

- 9.4.** The Tourism Business waives all present and future rights to claim against the Authority and employees or agents (including the Agent) of the Authority for:

- (a) personal injury to, or death of, the Tourism Business;
- (b) either or both loss of, or damage to, any of the Tourism Business's property; and
- (c) financial loss to the Tourism Business;

arising out of, or in connection with, the Campaign, the Tourism Business's participation in the Campaign or otherwise under this Agreement. This waiver does not operate to release the Authority from liability arising from, or attributable to, a wrongful (including negligent) act or omission of the Authority.

## **10. OBLIGATION TO MAINTAIN INSURANCE**

- 10.1.** The Tourism Business must, at its own cost, have and maintain valid and enforceable insurances that a reasonably prudent organisation would take out covering the services of the Tourism Business, including the services that are the subject of the Campaign Offers.
- 10.2.** The Tourism Business must provide the Authority evidence of insurances required under clause 10.1 upon reasonable request by the Authority. For the purposes of this clause 10.2, the Tourism Business's obligations will be satisfied by it providing the Authority valid and up to date certificates of currency in respect of the required insurances promptly upon request.

## **11. UNFORESEEN EVENTS**

- 11.1.** The Authority is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances beyond its reasonable control, including communicable disease, border control or quarantine restrictions, acts of God, natural disasters, acts of war, weather, riots and strikes outside its organisation or decisions or acts of a Government Body (not being the Authority).
- 11.2.** The parties acknowledge that the purpose of the Campaign is to drive expenditure in tourism industry businesses by boosting bookings for accommodation or tours and attractions across Tasmania during the Booking and Travel Periods which have suffered a significant downturn as a result of travel restrictions caused by the Covid-19 pandemic. If at any time the Government of Tasmania, or any other Government Body is required to, or takes steps to, enforce restrictions, including travel or lock down restrictions then, upon Notice to the Tourism Business, the Authority may opt to cancel, modify or delay the Campaign as necessary, entirely at its discretion, with the Notice to be effective immediately.

## **12. TERMINATION BY THE AUTHORITY**

- 12.1.** The Authority may immediately terminate this Agreement by Notice to the Tourism Business, if the Tourism Business:

- (a) breaches any provision of the Agreement and either, such breach is, in the opinion of the Authority;
  - (i) not capable of remedy; or,
  - (ii) if capable of remedy, is not remedied within 5 Business Days of the date of an earlier Notice issued by the Authority to the Tourism Business specifying the breach and requiring the Tourism Business to remedy the breach; or
- (b) assigns, or purports to assign, any of its rights or obligations under these Conditions without the prior written consent of the Authority, entirely at the Authority's discretion; or
- (c) in the reasonable opinion of the Authority, acts dishonestly in its dealings with the Authority under the Campaign or otherwise under this Agreement or
- (d) if the Tourism Business is a corporation:
  - (i) the Tourism Business becomes an externally administered body corporate (as defined in section 9 of the Corporations Act) or a person becomes a controller (as defined in section 9 of the Corporations Act) of any of its property;
  - (ii) any steps are taken to pass, or there is passed, a resolution for the winding up or dissolution of the Tourism Business other than for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority;
  - (iii) an application or order is sought or made in any court for the winding up or dissolution of the Tourism Business other than for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority;
  - (iv) it fails to comply with a statutory demand within the meaning of section 459F of the Corporations Act; or
  - (v) anything analogous or having a substantially similar effect to any of the events specified above occurs under any applicable Law of another jurisdiction;
- (e) if the Tourism Business is a natural person:
  - (i) the Tourism Business was not at the time of entering into the Conditions, or at any later time ceases to be, of full legal capacity; or
  - (ii) the Tourism Business was at the time of entering into the Conditions, or at any later time becomes, of unsound mind or subject to any Law relating to mental health;
- (f) if the Tourism Business:
  - (i) is unable to pay its debts as and when they fall due for payment or determines that it is insolvent or is likely to become insolvent at some future time;
  - (ii) is a natural person:

- (A) the Tourism Business becomes an insolvent under administration (as defined in section 9 of the Corporations Act) or any action is taken by any person that could result in that event;
- (B) any mortgagee or receiver takes control of any property of the Tourism Business;
- (iii) convenes a meeting of its creditors or proposes or enters into any scheme of arrangement with its creditors or any of them; or
- (iv) seeks protection from its creditors under any applicable Law.

**12.2.** Unless otherwise agreed in writing by the Authority, if this Agreement is terminated pursuant to this clause 12 then, the Tourism Business forfeits all rights to any Rebate which otherwise would have been payable under this Agreement from the date of the termination.

**12.3.** The termination of this Agreement pursuant to this clause does not preclude the Authority from enforcing any rights it may have against the Tourism Business as a result of the Tourism Business's act or omissions including, the right to claim damages for breach of this Agreement or at Law, or otherwise the repayment or reimbursement of amounts already paid by the Authority to the Tourism Business.

### **13. MISCELLANEOUS**

**13.1.** Despite any confidentiality or Intellectual Property right subsisting in the Agreement, or any Application relating to the Agreement, a party may publish all or any part of the Agreement without reference to another party.

**13.2.** Nothing in clause 13.1 derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) (**PIP Act**) or the *Privacy Act 1988* (Cwlth)

**13.3.** If, in connection with the Agreement, the Tourism Business is, or becomes, a personal information custodian (for the purposes of the PIP Act), the Tourism Business must:

- (a) comply with its obligations under the PIP Act as a personal information custodian;
- (b) immediately notify, in writing, the Authority, if the Tourism Business becomes aware of a breach, or possible breach, of those obligations; and
- (c) ensure that the Tourism Business's personnel who are required to deal with personal information (for the purposes of the PIP Act) in the course of the Campaign, or otherwise for the purposes of this Agreement, are aware of, and comply with, the Authority's obligations under the PIP Act in relation to that information.

- 13.4.** The Tourism Business agrees that the Authority requires, and the Tourism Business consents to the Authority using, personal information from the Tourism Business for a range of purposes, including:
- (a) providing the Promotion Services and issuing the Rebate;
  - (b) conducting market research and analysis that helps the Authority improve and customise its products and services;
  - (c) sending the Tourism Business customer service emails and reminders;
  - (d) preventing or detecting unlawful or dishonest behaviours, to protect the Authority's legal rights or as otherwise permitted by Law;
  - (e) ensuring the security of the Authority's operations;
  - (f) creating a profile about the Tourism Business to help the Authority personalise its services to the Tourism Business if the Tourism Business has consented to the Authority's marketing;
  - (g) sharing that personal information with:
    - (i) third parties who supply goods and services to the Authority, including the Agent, and any other third parties subcontracted by the Authority, to provide the Promotion Services for the Campaign;
    - (ii) Government Bodies, where permitted or required by Law.

The Authority will manage the Tourism Business's personal information pursuant to the Authority's Privacy Policy Statement which can be found here <https://www.discovertasmania.com.au/governance/privacy> . The Privacy Policy Statement sets out how the Authority collects, holds, uses, and discloses personal information in relation to the Tourism Business for the purposes listed above.

- 13.5.** Any terms and conditions of the Agreement that, by their nature, or otherwise, should reasonably survive termination of this Agreement survive any termination of this Agreement. Such terms and conditions include the terms and conditions set out in clauses 9 (Indemnity and Waiver) and 13 (Miscellaneous) of these Conditions.
- 13.6.** The Tourism Business must not make any public reference (including undertaking interviews with any form of media or journalism agency, operation, representative or outlet, whatsoever) to the Campaign or any aspect of the Agreement without first obtaining the Authority's written consent, entirely at the Authority's discretion, including as to any conditions.
- 13.7.** If a provision of the Agreement is, or at any time becomes, illegal, prohibited, void or unenforceable for any reason, that provision is severed from the Agreement and the remaining provisions of the Agreement:
- (a) continue to be enforceable; and
  - (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of the Agreement.

- 13.8.** No failure to exercise, nor delay in exercising, any right, power or remedy by the Authority operates as a waiver.
- 13.9.** The Authority reserves the right to modify or amend the Agreement, in whole or part, at any time without notice.
- 13.10.** Any Notice from one party to another must be in writing and be signed by an officer who is authorised to sign and legally bind that party.
- 13.11.** Addresses for Notices are set out in the Application.
- 13.12.** Any Notice will be properly given or served by a party if that party:
- (a) delivers it by hand and is taken to be received immediately;
  - (b) posts it by mail to the address listed in the Application or to another address as notified in writing by the relevant party and is taken to be received on the third Business Day after the date of posting;
  - (c) transmits it by facsimile to the facsimile number as notified in writing by the relevant party and is taken to be received on the date of the transmission if the sender has a clear confirmation report of delivery; or
  - (d) transmits it by electronic mail to the email address listed in the Application or to another email address as notified in writing by the relevant party and is taken to be received on the date of the email if that is before 5pm on a Business Day, or otherwise on the next Business Day.
- 13.13.** This Agreement will be governed by, and construed in accordance with, the Laws of Tasmania, and the parties submit to the exclusive jurisdiction of the courts of Tasmania.