

Operator Terms and Conditions – Great Queensland Getaway October 2021

The following terms and conditions apply to your participation as an Operator in the Queensland Incentive Program campaign ("the campaign"):

Eligibility

1. The Operator warrants that it meets the following eligibility criteria:
 - (i) is a Queensland tourism operator; and
 - (ii) has a current, live Australian Tourism Data Warehouse (ATDW) profile; and
 - (iii) operates a bookable tourism experience that is listed in the tours and attractions category of ATDW; and
 - (iv) is COVID safe

To clarify, the following inclusions and exclusions apply:

Inclusions:

Businesses listed in the following ATDW category: Tours and Attractions.

- Transport that includes a tourism experience. For example, touring including water transfers to islands, bus and coach tours and tourism experiences that includes a transfer.
- Adventure tourism experiences. For example, bungy jumping, canyoning, white water rafting and skydiving.
- Island day tours including transfers.
- Water-based activities and reef and marine tourism experiences including diving, liveaboard experiences, multiday expeditions and overnight reef stays.
- Scenic flights. For example, helicopter, light aircraft and hot air balloon.
- Dining inclusions with a tourism experience, where the tourism product is the booking lead.
- Cultural experiences such as exhibitions/ shows that are packaged with dining.
- Entry to galleries and gallery exhibitions.
- Wildlife parks, zoos and aquariums.
- Annual Passes.
- Day Spa packages incorporating two or more wellness or beauty treatments. Medicinal treatments offering therapeutic or curative benefits such as remedial massage or injectables are excluded.

Exclusions:

Businesses listed in the following ATDW categories: Accommodation, Transport, Hire, Food and Drink, Event, Journey, Information Services, Destination Information.

- Independent transport that is not part of a tour. For example, airport transfer, ferry services, island transfers, shuttle buses and public transport.
- Commercial accommodation including packages with island resorts.
- Rentals/hire including cars, campervans, bicycles, kayaks, SUP, boat and leisure craft that is not part of an integrated tourism experience.
- Island overnight stays including island resorts and camping.
- Restaurants, bars and cafes.
- Day Spas, beauty salons and massage services.
- Events, for example concerts, sporting events and other paid third-party ticketed events.
- Gift shops, shopping outlets and cellar doors.
- Cinemas and Theatre.
- Tour Desks, Booking Agents and Travel Agents.
- Gyms, health clubs and fitness classes including yoga.

2. TEQ reserves the right to refuse Operators that do not meet the eligibility criteria.

Operator Requirements

3. The Operator warrants that the content of their advertised tourism product is true and correct in all respects, is not misleading or deceptive and contains no representations and statements prohibited by the *Competition and Consumer Act 2010 (Cth)*.

4. The Operator accepts full responsibility for the content of their advertisement and agrees to indemnify TEQ against any claim or proceedings arising out of the publication of such advertisement.
5. The Operator warrants that their product pricing offered during the campaign will be fair, reasonable and commensurate with prices generally offered to consumers.
6. The Operator accepts that tours will be registered for the campaign in the primary zone where a tour is delivered.
7. The Operator licences TEQ (and any third party designated by TEQ) to list, publish, copy, edit, modify, adapt, use, store and further distribute and transmit (by whatever means) any content regarding their tourism product as TEQ thinks fit, provided TEQ acts reasonably in the interests of promoting the campaign.
8. The Operator's use of TEQ branding and logos, including those associated with the campaign, must be in accordance with TEQ guidelines as notified by TEQ.

Booking of Tourism Product

9. The Operator acknowledges that a booking of the Operator's tourism product by a consumer shall be a consumer contract between the consumer and the Operator and TEQ shall not be a party to or liable under the terms of the consumer contract.
10. If a consumer booking cannot proceed due to Public Health Directions issued by the Queensland Chief Health Officer, the Operator will ensure that consumers who book the Operator's tourism product are entitled to:
 - (i) cancel their booking with a full refund; or
 - (ii) offer booking credit to consumers, redeemable within the campaign travel period.
11. The Operator will comply with the terms of the Operator Handbook (including any amendments advised by TEQ) in accepting and managing bookings and reconciling promotional codes ("promo codes").
12. The Operator will ensure that promo codes are claimed at time of booking. Due to campaign funding limitations, TEQ cannot guarantee funding contributions for promo codes if this requirement is not adhered to.
13. In order to ensure the campaign benefits are fair and equitable across Queensland operators, TEQ may place limits on the number of promo codes allocated to individual operators.
14. TEQ and the Operator agrees that TEQ will issue Recipient Created Tax Invoices (RCTI's) in respect of TEQ's contribution towards redeemed promo codes. The Operator will not issue tax invoices in respect of this contribution. The Operator acknowledges that it is registered for GST, or if not, will notify TEQ. TEQ acknowledges that it is registered for GST and that it will notify the Operator if it ceases to be registered. Acceptance of all RCTI's constitutes acceptance of this condition. TEQ and the Operator agree that they are parties to an RCTI agreement outlined in GSTR 2000/10. The Operator agrees to notify TEQ if it does not wish to accept this condition, or is unable to accept this condition for the reason that they are not registered for GST.
15. TEQ shall be entitled to obtain copies of Operator records as reasonably required to ensure compliance with the terms of participation in the campaign.

Privacy

16. The Operator must comply with the Australian Privacy Principles in the *Privacy Act 1988 (Cth)*. The Operator must: (i) not transfer any Personal Information collected or accessed in connection with the campaign, except with the prior written consent of TEQ; and (ii) take any steps to prevent unauthorised use or disclosure of Personal Information collected or accessed in connection with the campaign. "Personal Information" has the meaning given for the purposes of the *Privacy Act 1988 (Cth)*.

General

17. TEQ is not liable for any loss, damage, cost or expense (including consequential loss) arising out of delay, omission, default or error by TEQ (other than by TEQ's negligence) in relation to the campaign or the availability, functionality or performance of any website or other media.
18. TEQ may amend the terms of operator participation in the campaign at any time upon providing notice to you. Your continued involvement as an operator in the campaign constitutes acceptance of any amendments.
19. The Operator must not issue any statement or release any information relation to the campaign until public announcement of the campaign by TEQ or a Queensland Government representative. Operator may discuss the campaign with their professional advisers or other operators involved in the campaign, but shall otherwise keep details of the campaign confidential.
20. TEQ requires data and personal information from the Operator for a range of purposes, including but not limited to: (a) providing campaign information and issuing promo codes; (b) sending the operator emails and reminders concerning the campaign; (c) preventing or detecting unlawful or dishonest behaviour; (d) to protect TEQ's legal rights; (e) sharing data and personal information with third parties who supply goods and services to TEQ or other authorised bodies where permitted or required by law. TEQ will manage the Operator's data and personal information pursuant to the TEQ's Privacy Statement which can be found here <https://teq.queensland.com/disclaimer-and-privacy>. The Privacy Statement sets out how TEQ collects, holds, uses, and discloses data and personal information.