



TRENZ 2010

Buyer terms & conditions

Thank you for considering attending TRENZ 2010 – New Zealand’s most exciting tourism industry event and the largest showcase of New Zealand tourism product.

To be accepted as a TRENZ 2010 Buyer delegate, Buyers must have read and understood the:

- Buyer attendance criteria and the
- TRENZ 2010 Buyer terms & conditions.

This agreement will commence when Tourism New Zealand, on behalf of the Organiser, notifies the Buyer in writing that the application to attend TRENZ 2010 has been accepted.

Please note:

- Airline requirements are subject to the specific carriage terms of the airline carrier
- All flight taxes and departure costs will be the responsibility of the Buyer
- Flights are available only for International Buyers.

Summary of terms & conditions:

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1. Definitions and interpretation

In this agreement:

- a) **"Agreement"** means acceptance of these terms and conditions, the application and any additional purchases;
- b) **"Application"** means the application made by the Buyer to participate in TRENZ 2010 (including any updated application) that is accepted in writing by the Organiser;
- c) **"Buyer"** means a delegate who has made an application to attend TRENZ 2010, fits the TRENZ Buyer attendance criteria and is accepted in writing by Tourism New Zealand on behalf of the Organiser;
- d) **"Buyer Manual"** means the Buyers' manual includes important information that helps Buyers prepare for TRENZ 2010 and is issued by the Organiser (including any updates as required by the Organiser);
- e) **"Event Hours"** fall between the first and last programmed activities of each day during TRENZ 2010, as set out in the TRENZ Programme;
- f) **"Organiser"** means Tourism Industry Association NZ Incorporated ("TIA") as agent of the Tourism Industry New Zealand Trust ("Trust") and includes the employees and agents of TIA;
- g) **"TRENZ"** means the 2010 Tourism Rendezvous New Zealand trade show to be held in Auckland;
- h) **"TRENZ Programme"** means the full programme for TRENZ 2010 issued by the Organiser including all official TRENZ networking functions (including any programme updates issued by the Organiser);
- i) **"Venue"** means any indoor or outdoor venue used for TRENZ programmed activities;
- j) words comprising the singular include the plural and vice versa;
- k) reference to clauses are references to clauses in this agreement; and
- l) any references to a person will include an individual, corporation, limited or unlimited liability company, general or limited partnership, trust, unincorporated association or any other legal entity.

1.2. Definitions of Buyers

International Buyer delegate

An international Buyer delegate is the employee of an international Buyer company who is personally invited to attend TRENZ 2010. An international Buyer delegate must have the authority to operate and act for their company.

International Buyer company

An international Buyer company is the term given to wholesale travel companies in overseas markets that are invited to attend TRENZ 2010. For a Buyer company to be eligible to attend TRENZ to conduct business with the New Zealand industry, they must meet the Buyer criteria.

Online Buyer delegate

An online Buyer delegate is the employee of an online Buyer company who is personally invited to attend TRENZ 2010. An online Buyer delegate must have the authority to operate and act for their company.

Online Buyer company

An online Buyer company is the term given to those online travel companies whose head office is located either in New Zealand or in overseas markets that are invited to attend TRENZ 2010. The online travel companies are required to brochure/package and sell New Zealand tourism products and services via the internet. An online Buyer company is not able to attend for media and/or advertising reasons. For an online Buyer company to be eligible to attend TRENZ to conduct business with the New Zealand industry, they must meet the Buyer attendance criteria.

New Zealand based Buyer delegate

A New Zealand based Buyer delegate is the employee of a New Zealand based Buyer company who is personally invited to attend TRENZ 2010. A New Zealand based Buyer delegate must have the authority to operate and act for their company.

New Zealand based Buyer company

A New Zealand Buyer company is the term given to those inbound tour operator or wholesale travel companies whose head office is located in New Zealand that are invited to attend TRENZ 2010. For a New Zealand based Buyer company to be eligible to attend TRENZ to conduct business with the New Zealand industry they must meet the Buyer attendance criteria.

Rugby World Cup 2011 Official Travel Agents

Any wholesaler, travel agent or NZ inbound operator who is a confirmed Official Travel Agent (OTA) for Rugby World Cup 2011 (RWC2011) is eligible to attend TRENZ 2010.

2. Application acceptance

- 2.1 Acceptance of an application is at the discretion of the Organiser and its appointed agents.
- 2.2 The Organiser retains the right to determine whether any particular TRENZ applicant, or any employee, agent or representative of any TRENZ applicant should attend. The Organiser may reject any TRENZ applicant, or employee, agent or representative of any TRENZ applicant with or without reason.
- 2.3 By submitting an application for this event, applicants acknowledge that they are forever waiving and renouncing any claim which they may have against TRENZ, its agents, employees or representatives, for any damages of whatsoever nature, which might arise, directly or indirectly, as a result of the rejection or acceptance of their application to attend.

3. Financial standing of Buyer company

- 3.1 In special circumstances the Organiser may need to verify the financial standing of individual companies. Should this occur, these checks will be conducted by domestic or internationally accepted agencies.
- 3.2 Adverse findings of such a check will be referred to the applicant for comment before a final decision is reached.

4. Application deadline and Buyer attendance fee

- 4.1 Buyers agree to complete the TRENZ 2010 online application form before the application deadline 12.00pm NZT (New Zealand Time) on 10 March 2010.
- 4.2 Buyers agree to pay the TRENZ 2010 Buyer attendance fee. Depending on when the Buyer attendance fee is paid, a three tiered fee structure applies: "Earlybird", "Standard" and "Late".
- 4.3 The **Earlybird** attendance fee is NZ \$916.00 **including** Goods and Services Tax (GST), (NZ\$814.22 excluding GST) per person. This applies if payment is received before 12.00pm NZT 8 March 2010.
- 4.4 The **Standard** attendance fee is NZ\$1017.00 **including** GST (NZ\$904.00 excluding GST) per person. This applies if payment is received after 12.00pm NZT 8 March or before 12.00pm NZT 24 March 2010.
- 4.5 The **Late** attendance fee is NZ\$1186.00 **including** GST (NZ\$1054.22 excluding GST) per person. This applies if payment is received after 24 March 2010.
- 4.6 Any Buyer with an outstanding or unpaid attendance fee from a previous tradeshow operated by the Organiser will not be able to complete registration on arrival at TRENZ, and attendance at TRENZ 2010 will be at the discretion of the Organiser.
- 4.7 All attendance fees are required to be paid in New Zealand dollars by credit card or bank transfer. The attendance fee must be received exclusive of all banking fees.
- 4.8 The Organiser will process all Buyer attendance payments and make all credit card transactions. All bank drafts are payable to the Tourism Industry New Zealand Trust.
- Please note: As TRENZ is held in New Zealand, New Zealand Good and Services tax (GST) of 12.5% must be paid with your Buyer attendance fee.
- 4.9 Buyers who apply after the application deadline may not receive flight or accommodation assistance. This is subject to the Organiser's discretion.
- 4.10 Any externally contracted translators are the responsibility of the Buyer and must be registered and attendance fees paid to the Organiser by 16 April 2010. Any accommodation or additional costs incurred by the translator is the responsibility of the Buyer.

5. Attendance and appointment schedule requirements

- 5.1 Buyers agree to attend **all** elements of the official TRENZ programme.

The official and current TRENZ programme is outlined on the TRENZ website and includes:

- Buyer briefing session
 - all official pre-scheduled and online appointments
 - all other aspects of the TRENZ official programme, including TRENZ networking functions.
- 5.2 Buyers agree they will not participate in any product familiarisations or go offsite at any time during event hours or during the official TRENZ programme.
- 5.3 Buyers agree that they do not wish to attend TRENZ with the primary objective of making sales to New Zealand Exhibitors (including, but not exclusive to specific product or advertising).
- 5.4 If Buyers do not adhere to the agreed Buyer criteria the Organiser reserves the right to:
- charge a 'no-show' fee
 - formally publish and restrict future attendance of Buyers who are absent from appointments or other aspects of the TRENZ programme.
- 5.5 In some circumstances more than one Buyer per company may be invited to attend TRENZ. Both must fulfill the criteria, (e.g. different divisions within the same company or different offices with different brochure product targeting a range of market segments). The approved two buyers from the same company will attend all elements of the TRENZ 2010 programme and each will hold a separate appointment schedule.

6. Travel and accommodation

- 6.1 Complimentary return flights to New Zealand will be provided for International Buyer delegates who have been included on the TRENZ invitation list by TRENZ sponsor airlines. Flights are subject to availability, route restrictions and special conditions. All flight taxes, departure taxes and levies will be the Buyer's responsibility. International Buyers who live in countries or cities that TRENZ sponsor airlines do not fly to will need to arrange and pay for their own flight to the closest point of departure for a sponsor airline or direct to New Zealand as required.
- 6.2 Accommodation, where agreed, is supplied on a room only basis for the four core event nights (check in Monday 24 May - check out Friday 28 May 2010). All other hotel charges are the responsibility of the Buyer and shall be settled with the accommodation provider prior to departure.
- 6.3 Buyers who apply after the application deadline may not receive flight or accommodation assistance. Accommodation will not be allocated to Buyers whose TRENZ registration payment is outstanding.
- 6.4 Medical and travel insurance is the responsibility of the Buyer.

7. Duration of event

- 7.1 TRENZ 2010 event hours are:
(start and end times to be confirmed)
- Monday 24 May 2010,
 - Tuesday 25 May 2010
 - Wednesday 26 May 2010
 - Thursday 27 May 2010

Please note: the times above are provisional and are subject to change.

8. Literature return

- 8.1 TRENZ provides a complimentary courier service for Buyers to courier a limited weight of exhibition promotional material (paper and promotional CDs only) to their company street address. Buyers must complete the relevant documentation and submit this material as required for acceptance and make payment at time of submission for any applicable fees or taxes.
- 8.2 A number of international destinations may also apply additional duty or taxes on arrival; these are the responsibility of the Buyer and not the Organisers or the company supplying the service. Payment must be made prior to delivery of the material.

9. Information distribution

- 9.1 To enable the event to function in the best interests of both Buyers and Exhibitors, Buyers agree that the information provided (such as name, position, company, email and contact details) may be distributed to third parties.

10. Liabilities

- 10.1 The Buyer hereby:
- accepts liability for all acts or omissions of him/herself, their servants, contractors, agents or visitors
 - undertakes to indemnify the Organisers, to keep them indemnified in all liability in respect thereof and against all action suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against the Organisers, or become payable by them, arising therefore or in respect thereof, including any legal costs and expenses and any compensation costs and disbursement paid by the Organisers on the advice of counsel to compromise or settle any such claims
 - undertakes to arrange appropriate liability and travel and medical insurance notwithstanding the indemnity hereby given.
- 10.2 The Organisers make no representation or warranty on behalf of any supplier or event organiser and any dealings undertaken in this regard will be solely at the Buyers' risk.

11. Insurance

- 11.1 The Organisers shall not be responsible for:
- any loss or damage to the property of any Buyer or any other person by theft or fire or any other cause whatsoever, nor for
 - any loss or damage whatsoever sustained by the Buyer by reason of any defect in the building or circumstances beyond the control of the Organisers not related to the building, caused by fire, storm tempest, lightning, national emergency, war, labour disputes, strikes or lock outs, civil disturbances, explosion, inevitable accident, force majeure, nor any other causes not within the control of the Organisers, nor for
 - any loss or damage occasioned, if by reason of happening of any such event, the opening of the Event is prevented, or postponed or delayed or abandoned, or the building becomes wholly or partially unavailable for the holding of the Event.

12. Postponement or abandonment

- 12.1 In no event shall the Buyer have any claim for damages of any kind against the Organisers in respect of:
- any loss or damage consequential upon the prevention, postponement or abandonment of the Event, by reason of the happening of any of the events referred to in the previous clause, or of
 - the Event building becoming wholly or partially unavailable for the holding of the event for reasons beyond the Organisers' control.
- 12.2 The Organisers shall be entitled to retain such part of all sums paid by the Buyers, as the Organisers consider necessary.

13 Security

- 13.1 Security services will be provided at the event. However, all participants are advised that valuables should not be left unattended or unsecured at any time. The Organisers accept no responsibility for any loss or damage suffered by participants or visitors.

14. Fire risks and access

- 14.1 Buyers will adhere to all fire and safety regulations which affect the Event.
- 14.2 TRENZ is a smoke-free event and smoking in the venue is strictly prohibited.

15. TRENZ delegate pass

- 15.1 TRENZ delegate passes issued to individual Buyers are non-transferable and must be worn for the duration of TRENZ 2010. The Buyer will not be

admitted to the event building or event functions without their delegate pass being displayed.

- 15.2 Buyers will only be permitted to collect their own delegate pass and not those of other Buyers.
- 15.3 A charge may apply for the replacement of a delegate pass.
- 15.4 Any individual from a company not registered to attend TRENZ found on the trade floor or at official TRENZ networking functions will be required to leave immediately.
- 15.5 Any individuals from a company not registered to attend TRENZ found wearing a registered delegate's pass on the trade floor or at official TRENZ networking functions will be required to leave immediately. With a second occurrence, attendance at future TRENZ events may be affected.

16. Cancellations

- 16.1 All cancellations must be submitted to the Organiser in writing. Cancellation fees apply regardless of whether the participation fee has been paid. Cancellation fees apply as outlined below.
- 16.2 The Buyer cancellation policy is:
 - Buyer cancellations received on or before 24 March 2010, 12.00pm NZT will be entitled to a full refund of the Buyer attendance fee.
 - Buyer cancellations received after 24 March 2010, 12.00pm NZT and on or before 12 April 2010 will receive a refund of 50 percent of the Buyer attendance fee (paid or invoiced). If unpaid the balance of the fee must be paid to the Organiser immediately.
 - No refund will be made of the Buyer attendance fee (paid or invoiced) for any cancellations received after 12 April 2010. If unpaid the full fee must be paid to the Organiser immediately.
 - Unpaid accounts may incur late payment fees and collection costs.
 - Refunds will be made to an authorised credit card account.
- 16.3 Buyers are discouraged from cancelling prescheduled appointments with Exhibitors without a valid reason prior to or at the event.

Buyers cancelling prescheduled appointments without a valid reason may not be invited to attend TRENZ in future years

17. Organisers' right of determination

- 17.1 The Organisers shall have absolute discretion on giving notice in writing to determine this contract. Where the contract is so determined, the Organisers shall not be liable whatsoever for any expenditure or liability for loss, including consequential loss, incurred by the Buyer.

- 17.2 The Organisers reserve the right to remove any organisation or delegate from the event at any time if:
- (a) this is deemed to be in the best interests of the event or
 - (b) any of the above terms and conditions are not adhered to at all times.

18. Terms and conditions

- 18.1 Any notice to be given by the Organiser to the Buyer shall be deemed to be given if delivered to or sent by post or emailed to the address of the Buyer appearing on the contract (as provided by the Buyer on the online application form).
- 18.2 The Organisers may at any time, in the interests of the good management or safety of TRENZ, introduce such further terms and conditions to this contract as they, in their discretion, think fit.
- 18.3 If any part of this contract is found to be invalid or of no force or effect under the law, having such jurisdiction, the contract shall be construed as though such part had not been inserted herein and the remainder of this contract shall remain in full force and effect.
- 18.4 The description headings to these terms and conditions are merely for reference and do not form part of the contract between the parties.
- 18.5 The laws of New Zealand govern this contract.

19. General

- 19.1 If the Buyer terms and conditions are not adhered to at all times, the Organisers reserve the right to refuse future attendance at TRENZ.