

TRENZ 2012

Media terms & conditions

Thank you for considering attending TRENZ 2012.

To be accepted as a TRENZ 2012 Media delegate, Media must have read, understood and met the:

- TRENZ 2012 Media selection criteria
- TRENZ 2012 Media terms & conditions.

This agreement will commence when the Tourism Industry Association NZ Inc or Tourism New Zealand, on behalf of the Organiser, notifies the Media representative in writing that their application to attend TRENZ 2012 has been accepted.

Please note:

- Airline requirements are subject to the specific carriage terms of the carrier
- All flight taxes and departure costs will be the responsibility of the Media delegate

Summary of terms & conditions:

1. **Definitions and interpretation**
2. **Application acceptance**
3. **Application deadline**
4. **Attendance requirements**
5. **Travel and accommodation**
6. **Terms of attendance**
7. **Literature return**
8. **Information distribution**
9. **Liabilities**
10. **Insurance**
11. **Postponement or abandonment**
12. **Security**
13. **Fire risks and access**
14. **TRENZ delegates' pass**
15. **Cancellations**
16. **Organisers' right of determination**
17. **Terms and conditions**
18. **General**

1. Definitions and interpretation

In this Agreement:

- a) **"Agreement"** means these terms and conditions, the application and any additional purchases;
- b) **"Application"** means the application made by the Media representative to participate in TRENZ 2012 (including any updated application) that is accepted in writing by the Organiser;
- c) **"Media"** means an applicant who has made an application to attend TRENZ 2012, fits the TRENZ Media selection criteria and is accepted in writing by the Tourism Industry Association NZ Inc, or Tourism New Zealand on behalf of the Organiser;
- d) **"Event Hours"** means the period of time between the first and last programmed activity of each day during TRENZ 2012, as set out in the TRENZ Programme;
- e) **"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;
- f) **"TRENZ"** means the 2012 Tourism Rendezvous New Zealand trade show to be held in Queenstown;
- g) **"TRENZ Programme"** means the full programme for TRENZ 2012 issued by the Organiser including all official TRENZ networking functions (including any programme updates issued by the Organiser from time to time);
- h) **"Venue"** means any indoor or outdoor venue used for TRENZ programmed activities;
- i) words comprising the singular include the plural and vice versa;
- j) reference to clauses are references to clauses in this agreement; and
- k) 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.

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 Organisers 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. Application deadline

- 3.1 Media agree to complete the TRENZ 2012 online application form before the application deadline 5.00pm NZDT (New Zealand Time) on 24 February 2012.
- 3.2 Media who apply after the application deadline may not receive flight or accommodation assistance. This is subject to the Organiser's discretion.

4. Attendance requirements

- 4.1 Media agree to attend **all** elements of the official TRENZ 2012 programme. The official TRENZ programme is outlined on the TRENZ website www.trenz.co.nz and includes:
- Media programme briefings, as outlined in the Media Programme
 - all other aspects of the TRENZ official programme, including TRENZ networking functions and pre scheduled appointments with Exhibitors.
- 4.2 Media agree they will not participate in any product familiarisations or go offsite at any time during event hours or during the official TRENZ programme, except to participate in activities arranged as part of the TRENZ Media Programme.
- 4.3 Media agree that they will not circulate any promotional material or copies of their publication around the exhibition venue (including the Media Centre) or during TRENZ events, nor solicit advertising from TRENZ Exhibitors. Media attendance is designed for delegates to gather material regarding TRENZ and the New Zealand tourism industry for publication. Applications are accepted on the understanding that no publisher, publication or media outlet will use TRENZ for the purpose of raising its profile among the business community attending TRENZ. Circulation of private publications is strictly prohibited in any venue at any time.
- 4.4 Media agree not to interrupt appointments between TRENZ Exhibitors and Buyers. Media will interview Exhibitors and Buyers only when they are free of appointments.
- 4.5 If Media do not adhere to the above agreed attendance criteria the Organiser reserves the right to restrict future attendance of the Media delegates concerned.

5. Travel and accommodation

- 5.1 Airline provisions are subject to the respective carrier's specific carriage terms and all flight taxes, visa, departure costs and travel and medical insurance will be the responsibility of the Media delegate. Media 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.
- 5.2 Accommodation, where agreed, is supplied on a room only basis for the four key event nights (check in Monday 7 May - check out Friday 11 May 2012). All other hotel charges are the responsibility of the Media delegate and shall be settled with the accommodation provider prior to departure.
- 5.3 Media who apply after the application deadline may not receive flight or accommodation assistance. This is subject to the Organiser's discretion.
- 5.4 Availability of domestic Media flights and accommodation is limited. Domestic Media delegates will note on the Media application if they require flights and/or accommodation. The flights and accommodation is subject to availability and is not guaranteed.

6. Duration of event

TRENZ 2012 event hours are:
(start and end times to be confirmed)

- Monday 7 May 2012
- Tuesday 8 May 2012

- Wednesday 9 May 2012
- Thursday 10 May 2012

7. Literature return

- 7.1 TRENZ provides a complimentary courier service for international Media delegates to courier a limited weight of exhibition promotional material (paper and promotional cds, flash drives only) to their company street address. Media 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.
- 7.2 A number of international destinations may also apply additional duty or taxes on arrival; these are the responsibility of the Media delegate and not the Organisers or the company supplying the service. Payment must be made prior to delivery of the material.

8. Information distribution

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

9. Liabilities

- 9.1 The Media delegate hereby:
- accepts liability for all acts or omissions of him/herself, his/her 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.
- 9.2 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 Media delegate's risk.

10. Insurance

- 10.1 The Organisers shall not be responsible for:
- any loss or damage to the property of any Media delegate or any other person by theft or fire or any other cause whatsoever, nor for
 - any loss or damage whatsoever sustained by the Media delegate 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.

11. Postponement or abandonment

11.1 In no event shall the Media delegate 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 Organiser's control.

12 Security

12.1 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.

13. Fire risks and access

13.1 All delegates will adhere to all fire and safety regulations which affect the Event.

13.2 TRENZ is a smoke-free event and smoking in the venue is strictly prohibited.

14. TRENZ delegate pass

14.1 TRENZ delegate passes issued to individual Media are non-transferable and must be worn for the duration of TRENZ 2012. Media delegates will not be admitted to the event building or event functions without their delegate pass being displayed.

14.2 Media will be permitted to collect their own delegate pass only and not those of other delegates.

14.3 A charge will apply for the replacement of a delegate pass.

15. Cancellations

15.1 All cancellations *must* be submitted to TIA in writing.

16. Organisers' right of determination

16.1 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 Media delegate.

- 16.2 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.

17. Terms and conditions

- 17.1 Any notice to be given by the Organiser to the Media delegate shall be deemed to be given if delivered to or sent by post or emailed to the address of the Media delegate provided by the delegate on the online application form.
- 17.2 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.
- 17.3 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.
- 17.4 The description headings to these terms and conditions are merely for reference and do not form part of the contract between the parties.
- 17.5 The laws of New Zealand govern this contract.

18. General

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