

INDIGENOUS BUSINESS AUSTRALIA – TERMS & CONDITIONS

Introduction

1. Indigenous Business Australia (**IBA**) is providing the opportunity for four Aboriginal and/or Torres Strait Islander business customers to attend the World Indigenous Business Forum (**WIBF**), on the terms and conditions set out in this document (**Terms and Conditions**).
2. IBA requires that all applicants to (**Applicant, You**) comply with these Terms and Conditions, when submitting their application (**Application**) and, if selected, whilst participating in the WIBF.
3. The Applicant must read and agree to these Terms and Conditions before submitting their Application.

Selection of successful applicants

4. All Applications must meet the eligibility criteria, as advised by IBA.
5. An evaluation panel comprising of IBA representatives (**Evaluation Panel**) will assess all Applications against the eligibility criteria and the evaluation criteria determined by IBA in its sole discretion. The Evaluation Panel will select, and IBA representatives will contact the successful Applicants.
6. The Evaluation Panel's decision will be final, and no correspondence will be entered into. IBA will not disclose any details regarding the Evaluation Panel's assessment of Applications except where required to do so by law.

Disqualification

7. IBA reserves the right to disqualify any Application that is:
 - a. deemed to contain information that is incorrect, misleading or fraudulent; or
 - b. defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contains content which, in IBA's opinion, is inappropriate or objectionable.

The WIBF

8. Unless otherwise advised by IBA, the WIBF will be held in Villavicencio, Meta, Columbia from 26 to 28 October 2022.

Expenses

9. IBA will cover the successful Applicant's following expenses:
 - a. The Applicant's WIBF registration including dinner ticket;
 - b. the Applicant's return economy flights to attend the WIBF, from the closest airport from the Applicant's place of residence to the closest airport to the WIBF;
 - c. the Applicant's accommodation (with breakfast included) from 26 to 28 October 2022 and any additional dates required outside of these dates, specifically related to the Applicant's attendance at the WIBF;
 - d. transfers to and from the airport in Colombia and transfers to and from the WIBF; and
 - e. A daily meal allowance of \$195.00, with \$53.33 deducted for each meal provided by the WIBF.

10. The Applicant acknowledges that it is responsible for all other expenses.
11. The Applicant agrees that IBA will not be responsible for any losses suffered by the Applicant if the WIBF is cancelled, or if the Applicant is delayed or unable to participate in any event as part of the WIBF for any reason.

Participation

12. When the Applicant is participating in the WIBF, the Applicant must:
 - a. be appropriately attired in a dress code that is suitable for an office environment;
 - b. observe and comply with any codes of conduct, rules, policies, procedures, directions and regulations made or adopted by IBA, the Indigenous Leadership Development Initiative (ILDI) or other any other organiser or host of the WIBF, in respect of the premises where the WIBF may be held, and as notified by IBA from time to time;
 - c. participate in the WIBF in a collegiate manner that is courteous and respectful to all other attendees and to IBA and its staff, and does not cause disruption to the WIBF; and
 - d. not do anything that will reasonably be expected to cause IBA or its officers, staff and contractors embarrassment, negative publicity or harm to its reputation.
13. IBA may revoke, immediately suspend or terminate the Applicant's participation in the WIBF if the Applicant breaches these Terms and Conditions, and IBA reserves the right to take any appropriate legal action against the Applicant.

Cancellation or WIBF changes

14. The Applicant acknowledges that the WIBF may be cancelled or rescheduled at any time, outside of the control of IBA. If the WIBF is cancelled or rescheduled, the Applicant may attend a future WIBF, however IBA are under no obligation to ensure that occurs.

Photography and filming

15. The Applicant consents to IBA photographing or filming the Applicant for use in future materials or media or social media postings.

Intellectual property rights of the Applicant

16. The Applicant retains any intellectual property rights in their Application.
17. The Applicant grants IBA a perpetual, irrevocable, world-wide, royalty and payment free, transferable, sub-licensable right to exercise all of the intellectual property rights in their Application for the purpose of assessing their Application.
18. The Applicant warrants that they have the right to grant the licences described above and do not infringe the intellectual property rights of any other person.
19. The Applicant hereby indemnifies IBA against any third-party liabilities, claims, costs, expenses (including legal costs), loss or damage incurred by IBA as a result of the Applicant breaching clause 20.
20. The Applicant acknowledges and agrees that IBA shall not be liable for any losses suffered by the Applicant for breach of the Applicant's intellectual property by any other applicant or attendee of the WIBF.

Confidentiality

21. The Applicant must keep all Confidential Information received by them confidential and must not use, disclose or reproduce Confidential Information for any purpose other than as set out in these Terms and Conditions.
22. The Applicant must return or destroy any Confidential Information on request by IBA.
23. Confidential Information means information that:
 - a. is by its nature confidential;
 - b. a party knows or ought to know is confidential; or
 - c. is designated by IBA as confidential, and includes:

- i. information comprised in or relating to any intellectual property rights of IBA or other Applicants or attendees;
 - ii. information relating to the business, technology or other affairs of IBA or other Applicants or attendees; and
 - iii. these Terms and Conditions.
24. The Applicant acknowledges and agrees that IBA shall not be liable for any losses suffered by the Applicant for the disclosure of Confidential Information by any other attendee of the WIBF.

Privacy

25. By submitting your application, You:
 - a. acknowledge that You have read and understood IBA's Privacy Policy at www.iba.gov.au;
 - b. consent to IBA collecting, using, storing, disclosing or exchanging your personal information (including sensitive information) in accordance with IBA's Privacy Policy and Privacy Notice at Annexure A, including to assess your Application;
 - c. permit IBA sending You information about our other products or services (unless You have otherwise specified);
 - d. authorise, for the purposes of section 191 of the *Aboriginal and Torres Strait Islander Act 2005* (Cth), IBA to disclose information and/or documents about You if disclosure is necessary in order for IBA to perform its functions or activities; and
 - e. if applicable, declare that any person/entity mentioned in your application has read and understands IBA's Privacy Policy and Privacy Notice and agrees with items a) to d) above in respect of themselves.

Limitation of liability

26. You acknowledge and assume all risks and dangers associated with your participation or attendance at the WIBF. Except for any liability that cannot be excluded by law, IBA (including its officers, employees and agents) will not be liable for any loss or damage whatsoever that is suffered or sustained (including but not limited to special, indirect or consequential loss) or for any death, illness, personal injury, property damage or other loss suffered or sustained (even caused by negligence), as a result of, or in any way connected with, the Application process, your attendance or participation in the WIBF including but not limited to any travel undertaken by You or your accommodation, the delivery of the WIBF, or otherwise arising under or in connection with these Terms and Conditions.
27. To the extent permitted by law, the Applicant agrees to release, fully indemnify and keep fully indemnified, IBA (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim, demand, action or other right of action arising out of, or in connection with the Application process, the Applicant's attendance or participation in the WIBF including but not limited to the Applicant's travel and accommodation, the delivery of the WIBF or otherwise arising under or in connection with these Terms and Conditions.
28. IBA accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected applications or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
29. The Applicant acknowledges that IBA has no control over telephone communications, networks, lines, flight delays, flight cancellations, loss or damage to property as a result of or in connection with any travel or accommodation and IBA accept no responsibility for any problems, damages, claims, issues, failure or failure to perform associated with them.
30. IBA does not exclude any rights, remedies, guarantees, conditions or warranties in respect of goods or services under the *Competition and Consumer Act 2010* (Cth) or other equivalent legislation which cannot be excluded, restricted or modified.

31. However, IBA does exclude all other rights, remedies, guarantees, conditions and warranties in respect of goods or services from the Applicant's participation in the WIBF whether based in statute, common law or otherwise, to the extent permitted by law. To the fullest extent possible:
 - a. IBA does not warrant the accuracy of any content provided during the WIBF. Any content is provided to the Applicant "as is" and on an "as available" basis and on the condition that the Applicant take all responsibility for assessing the accuracy of the content and rely on it at their own risk.
 - b. IBA has no responsibility or liability in relation to any loss or damage that the Applicant incurs, including loss of profits, interruption of business, loss of data on the Applicant's information handling system or other damage, arising from the Applicant's participation in the WIBF, except as set out in these Terms and Conditions.
32. IBA does not warrant any outcomes from participation in the WIBF. In particular, IBA makes no representation that the Applicant will obtain funding or any other specific benefit from participation in the WIBF.
33. The Applicant accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from participation in the WIBF, or the use of material or information made available during the WIBF.
34. The Applicant indemnifies IBA and its officers, employees and agents against any action, claim, loss or expense which it incurs which arises from the Applicant's participation in the WIBF.
35. All activities that the Applicant engages in with another attendee who the Applicant has been introduced to or met during the WIBF, are conducted solely at the Applicant's own risk and IBA has no liability in respect of such activities.

Miscellaneous

36. The Applicant acknowledges that they are responsible for obtaining their own independent legal and financial advice regarding these Terms and Conditions.
37. All times listed in these Terms and Conditions are Australian Eastern Daylight Time (AEDT).
38. IBA reserves the right to amend these Terms and Conditions at any time. If any changes are made, IBA will notify the public via its website.
39. These Terms and Conditions will be construed according to the laws of the Australian Capital Territory and applicants submit to the exclusive jurisdiction of the courts of that State.
40. **"Including"** is not a word of limitation.
41. Failure by IBA to enforce any of its rights at any stage does not constitute a waiver of those rights.
42. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning.
43. A word importing the singular includes the plural (and vice versa).
44. If any of these Terms and Conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms shall nevertheless continue in full force.
45. Nothing in these Terms and Conditions is to be interpreted against IBA solely on the grounds that IBA put forward these Terms and Conditions or any part of them.

These Terms and Conditions state all the express terms agreed by the parties about its subject matter. It supersedes all prior agreements, understandings, negotiations and discussions in respect of its subject matter.

PRIVACY NOTICE – IBA PRODUCTS AND SERVICES

Overview

Indigenous Business Australia (**IBA**) takes privacy seriously and is committed to protecting your personal information. We only collect, use and disclose your personal information for the purpose of performing our functions and activities, and in accordance with the *Privacy Act 1988* (**Privacy Act**) and other applicable laws.

This Privacy Notice (**Privacy Notice**) describes how IBA collects, uses, discloses and manages your personal information. Further information can be found in our Privacy Policy and Credit Information Policy.

What types of information do we collect?

IBA usually collects the following types of personal information about you:

- your name;
- your gender;
- your contact details, including your address, email address and phone numbers;
- your date of birth;
- your marital or relationship status;
- your driver's licence number or passport number (or other identification number);
- your employment details;
- your business details;
- information about your financial circumstances, including your assets, income and expenditure, your dependents, your banking information and your tax file number;
- information about your credit history including, credit limit amounts, repayment information, information about defaults, credit worthiness, credit standing;
- credit capacity and serious credit infringements;
- information about your visits to our website (www.iba.gov.au) or other websites maintained by us or use of our mobile apps – including your server address, your top level domain name (for example .com, .gov, .au, .edu etc), the date and time of your visit to the site, the pages accessed and documents downloaded, the previous site visited and the type of browser used, and if accessing our website through a mobile device, mobile device identifiers (such as the device type, IP address and the operating system); and
- details of your interactions with us.

We also collect some personal information which is “sensitive information” that is afforded special protection under the Privacy Act. We will only collect this sensitive information if (a) you provide your consent at the time we collect the information from you, or (b) if an exception under the Privacy Act applies which allows us to collect the information. The sensitive information we may seek from you may relate to:

- your Aboriginality or Torres Strait Islander descent;
- whether you pay membership fees to a professional or trade association or union; or
- your criminal history, if any.

We may also collect and handle sensitive health information in certain circumstances, for example, where you have made a financial hardship request due to health reasons or where you receive a payment or income supplement due to a disability or medical condition.

How do we collect information from you?

IBA collects personal information directly from you in a number of different ways, namely when you:

- complete written or online forms and submit them to IBA;
- talk to IBA, either over the phone, through audio or video link or face-to-face; or
- interact with us by letter, email, social media, text message, or other text-based or web-based communication channels.

Sometimes we need to collect information about you from other sources to assess your application, in relation to providing you with products or services or otherwise perform our functions or to comply with a legal or regulatory requirement. We will only do this:

- with your consent;
- where we are permitted or required to do so by law (such as under Anti-Money Laundering or Counter-Terrorism Financing laws, National Consumer Credit Protection laws and taxation laws), or by court order; or
- where it is impracticable for us to obtain that information direct from you.

Why do we collect, use and disclose your personal information?

IBA has several purposes and functions under the *Aboriginal and Torres Strait Islander Act 2005* (Cth) (**ATSIA Act**). These purposes and functions broadly involve assisting and enhancing the economic interests of Aboriginal and Torres Strait Islander people.

We collect, use and disclose your personal information in order to perform our functions and activities. Depending on the product or service that you have enquired about or that we provide you, this may include:

- assessing your application for a product or service (or which you are a signatory, guarantor or representative for) and any future request for financial hardship assistance or support;
- confirming your eligibility for IBA's products and services (including confirming whether you are an Aboriginal person or of Torres Strait Islander descent);
- obtaining, exchanging or verifying information about you (including with credit reporting bodies);
- managing, administering, reviewing, pricing and providing our products and services (including to you);
- providing you with training or support to help you improve your financial affairs;
- managing our relationship with you, including contacting you, identifying you, and investigating and responding to your complaints and handling any disputes with you;
- collecting any overdue repayments or amounts you owe to us, or security you have granted to us;
- minimising risks and identifying or investigating (actual or suspected) fraud and other illegal activities;
- complying with any reporting obligations to the Commonwealth or the relevant Minister;
- designing or improving our products and services, our service to you and your experience with us (including conducting or participating in internal and external audits, and collecting and analysis of research data);
- aiding in IBA's compliance with relevant laws and regulations (such as anti-money laundering and counter-terrorism financing laws, national consumer credit protection laws, State and Territory property-related laws and taxation laws) or court orders;
- complying with disclosure requirements under any law binding on IBA; and
- managing our relationship with you, including contacting you, identifying you, and investigating and responding to any complaints or disputes with you.

What happens if we do not collect your personal information?

In order for IBA to provide, or consider providing, products or services to you IBA is required to and will collect and hold information about you including personal information. If we don't collect your personal information, it will not be possible for us to process your application or provide you with our products or services.

You have the option of remaining anonymous or adopting a pseudonym when dealing with us, for example, if you wish to make a complaint about our products or services. However, this may limit our ability to respond to your complaint or assist you.

Who can we share your personal information with?

Depending on the product or service that you have enquired about or that we provide to you, we may collect and disclose your personal information from and to third parties, including:

- joint borrowers, or any person whom you notify us is acting on your behalf, such as a legal or financial adviser, settlement agent, accountant, executor, trustee, guardian or attorney;
- someone who is, or who is considering being, a guarantor for any product or service we may provide to you or someone who has, or who is considering, providing security for any product or service we provide to you;

- anyone necessary to confirm information about you, including your employment, income and financial history (such as your current or previous employers, referees or Centrelink);
- Government agencies, community organisations (including land and sea councils), recognised registers or databases (such as Supply Nation) to confirm your Aboriginality or Torres Strait Islander descent;
- operators of deposit schemes and grants you have or intend applying for (such as the National Housing Finance and Investment Corporation and State or Territory Revenue Offices);
- credit enhancer, funder or any party involved in securitising your facility, including the Reserve Bank of Australia, ratings agency, re-insurers and underwriters, loan servicers, trust managers, trustees and security trustees;
- credit reporting bodies and credit providers (such as banks, credit unions, and financiers);
- courts or recognised external dispute resolution and complaint bodies including the Office of the Australian Information Commissioner, Commonwealth Ombudsman and Australian Human Rights Commission;
- any entity to whom we are required or authorised by law to disclose your personal information (for example, law enforcement agencies and government and regulatory bodies including AUSTRAC);
- our professional advisers (for example, lawyers and consultants), auditors, valuers and insurers;
- organisations involved in surveying or registering a security property or otherwise have an interest in such property;
- our service providers and their contractors (including, debt collection agencies, digital banking providers, payment service or card scheme operators and contractors who provide website, IT, marketing, administration and other services to support IBA);
- other IBA related entities and their associated entities;
- our trusted business partners and consultants;
- our Minister, Australian government bodies and agencies;
- other entities if IBA forms the view that disclosure is reasonably necessary to conduct our functions and/or to achieve our purpose under the ATSI Act; and
- with your consent – other entities or organisations.

These third parties may in turn disclose your personal information to other entities as described in their respective privacy policies or notices. Under no circumstances will IBA sell or receive payment for licensing or disclosing your personal information to third parties.

Information you give to IBA about others

If you provide IBA with information about another person, you represent:

- that you are authorised to do so; and
- that you will inform them about the contents of this Privacy Notice as it relates to them.

Will we send your personal information overseas?

From time to time, IBA may engage service providers located overseas to perform certain of our functions and activities. In the course of providing services to IBA, we may need to disclose your personal information to these service providers. In addition, some service providers may use, hold or store your personal information through a cloud service provider located overseas.

If personal information is sent, used, held or stored overseas, we will take reasonable steps to ensure that our service providers (or their overseas cloud service providers as the case may be) are carefully chosen and have policies, procedures and systems in place to ensure your personal information is otherwise handled in accordance with the Privacy Act.

How do you find out more about our privacy practices?

Our Privacy Policy describes how we protect and manage personal information, including sensitive information, consistent with our obligations under the Privacy Act. More particularly, it explains:

- how and why we may collect your personal information;
- how it is used;
- when and how we might share it with others;
- how you can access and seek to correct your personal information; and
- how to make a complaint about our privacy practices and how your complaint will be handled.

Our Privacy Policy is available at www.iba.gov.au .

How do you find out more about how we deal with your credit-related information?

Our Credit Information Policy describes how we protect and manage your credit-related information, consistent with our obligations under the credit reporting provisions of the Privacy Act. More particularly, it explains:

- how you can access and seek to correct the credit eligibility information we hold about you;
- how you can make a complaint about our handling of your credit-related information and how your complaint will be handled; and
- that we do not disclose your credit-related information to entities that are not connected to Australia.

Our Credit Information Policy is available at www.iba.gov.au.

Important information about credit reporting bodies

If you fail to meet your obligations in relation to consumer credit, or you commit a 'serious credit infringement', we may be able to disclose this information to a credit reporting body.

A credit reporting body may include your credit information in reports provided to credit providers to assist in assessing your credit worthiness. Some credit reporting bodies may offer to use your credit reporting information to help credit providers send direct marketing to you about their credit services. This is known as "credit pre-screening". You have the right to ask the credit reporting bodies not to use your information in this way.

If you reasonably believe you have been or are likely to be a victim of fraud, you are entitled to ask a credit reporting body not to use or disclose the credit reporting information they hold about you. The credit reporting bodies to whom we might disclose your information are listed below. For contact details and information on how these credit reporting bodies manage your credit-related personal information, please see their privacy policies available at their respective links below.

- | | |
|---|--|
| • Equifax
www.equifax.com.au | • Illion
www.illion.com.au |
| • Corporate Scorecard
www.corporatescorecard.com.au | • Experian
www.experian.com.au |

Our website (www.iba.gov.au) includes further information about credit reporting, including the credit reporting bodies to which IBA is likely to disclose your credit information.

Identifying you for AML/CTF purposes

We may provide your personal information (such as name, residential address and date of birth) to a credit reporting body or identity service provider for the purpose of verifying your identity in accordance with the requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

As part of providing that information to the credit reporting body or identity service provider, we may request them to provide an assessment or generate a report of whether the personal information matches (in whole or part) with personal information contained in a credit information file maintained by the credit reporting body or other recognised databases and registers.

Authorisation under section 191 of the ATSI Act

In addition to the Privacy Act, the ATSI Act places restrictions on the way IBA can disclose information about you. By signing this Privacy Notice, you will be taken to have authorised a person to receive information or documents about you if disclosure is necessary in order for IBA to perform its functions or activities.

If you are a representative of a person who has made an enquiry or applied for a product or service (for example, you are a director, trustee or shareholder of the applicant), you represent that:

- you are authorised to deal with us on behalf of that person; and

- for the purposes of section 191 of the ATSI Act, they authorise a person to receive information or documents about them if disclosure is necessary in order for IBA to perform its functions or activities.

To find out more

To find out more about how we manage personal and credit-related information, please contact:

Email: privacy@iba.gov.au

Tel: 1800 107 107

From time to time, we will review and revise this Privacy Notice. We reserve the right to amend this notice at any time.

Do we use your personal information for marketing purposes?

IBA might use your personal information (such as your contact details) to provide you with information about our other products or services.

You have the right to ask IBA not to use your information for the purpose of marketing IBA products and services to you. When you apply for an IBA product or service, IBA will give you the opportunity to opt-out of receiving this marketing information. If at any time you change your mind about receiving marketing information from us, please email privacy@iba.gov.au or call 1800 107 107.