

TERMS AND CONDITIONS

Introduction

1. Indigenous Business Australia (IBA) and Northern Territory Government, Department Industry, Tourism and Trade (NTG) have partnered to deliver the NT Aboriginal Tourism Business Accelerator Program (Program).
2. IBA and NTG invites Applicants to apply to join the Program.
3. It is a condition of applying to the Program that Applicants must comply with these terms and conditions (Terms and Conditions).
4. In these Terms and Conditions, the term **Applicant** refers to you, and where you are applying on behalf of a business entity, it includes the business entity.

Who can apply

5. To be eligible for the Program, the Applicant must:
 - a) If you are applying for yourself, must be of Aboriginal and/or Torres Strait Islander descent and be a resident of the Northern Territory; or
 - b) If you are applying on behalf of a business entity:
 - i. the entity is at least 50% Indigenous owned and are active in the management and decision making of the business; or
 - ii. The entity is an Aboriginal organisation established for the benefit of Aboriginal and Torres Strait Islander people with 50% Indigenous representation on the Board, and operates in the Northern Territory

Selection of successful applicants

6. An evaluation panel consisting of representatives from IBA and NTG will assess all applications against the

evaluation criteria determined by IBA in its sole discretion.

7. IBA will contact the Applicant if their application is successful. 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 to any Applicant, except where required to do so by law.
8. The Applicant acknowledges that acceptance into the Program does not guarantee that the Applicant will be able to complete the entire Program.

The Program

9. IBA and NTG may cancel, reschedule, or modify the format, speakers, content, location and timing or any other aspect of the Program at any time and for any reason. If this occurs, scheduled in-person workshops of the Program may be changed to online delivery mode with minimal notice provided.
10. Unless otherwise advised by IBA, the Program will be held as per Annexure A.

Disqualification

11. IBA reserves the right to disqualify, revoke any invitation to attend or refuse access to the Program where in IBA's opinion the Applicant has acted in any way that is misleading, fraudulent, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive, inappropriate or objectionable.

Participation in the Program

12. When participating in the Program, the Applicant must:
 - a) commit to attending all sessions of the Program; and
 - b) observe and comply with any codes of conduct, rules, policies, procedures, directions and

regulations made or adopted by IBA in respect of the platform or premises where the Program may be held, and as notified by IBA from time to time.

Program Expenses

13. Subject to NTG approval, NTG will pay for:
 - a) return economy airfares from a participant's closest appropriate airport (to be determined by NTG at its sole discretion) to the city where the Program is located (**Program Venue**) to allow attendance;
 - b) accommodation (to be determined by NTG at its sole discretion); and
 - c) transfers between the closest appropriate airport to the Program Venue.
14. NTG and IBA will not make any payments directly to the participant. NTG will make all travel arrangements and payments directly to service providers.
15. All other travel expenses and incidentals, including meals and transfers, will be the responsibility of the participants.

Intellectual property

16. The Applicant:
 - a) retains all intellectual property rights in their application;
 - b) grants IBA & NTG 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 and delivering the Program.
 - c) warrants that they have the right to grant the licences described above and it does not infringe the intellectual property rights of any other person;
 - d) 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 16; and
 - e) acknowledges and agrees that IBA and NTG shall not be liable for any losses suffered by the Applicant for breach of their intellectual property by any other applicant of the Program.

Privacy

17. The Applicant:

- a) acknowledges that they have read and understood IBA's Privacy Policy at www.iba.gov.au;
- b) consents to IBA collecting, using, storing, disclosing or exchanging their information and personal information (including sensitive information) in accordance with IBA's Privacy Policy and Privacy Notice at Annexure B;
- c) permits IBA sending them information about our other products or services (unless they have otherwise specified); and
- d) declares that any person or entity mentioned in their application has been given a copy of Privacy Notice at Annexure B, and agrees with items a) to c) above in respect of themselves.

Limitation of liability

18. Except for any liability that cannot be excluded by law, NTG and 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 indirect or consequential loss) or for any death, illness, personal injury or property damage suffered or sustained (even caused by negligence), as a result of, or in any way connected with, their application or the delivery of the Program.
19. The Applicant agrees to indemnify and keep indemnified, NTG and IBA (including its officers, employees and agents) from and against all liability, cost, loss, damage, expense, claim or other right of action arising out of, or in connection with, their application and the delivery of the Program.

Miscellaneous

20. 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.
21. These Terms and Conditions will be construed according to the laws of State in which each Workshop is hosted by IBA and applicants submit to the exclusive jurisdiction of the courts of that State.
22. "Including" is not a word of limitation.
23. Failure by IBA to enforce any of its rights at any stage does not constitute a waiver of those rights.
24. 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.
25. A word importing the singular includes the plural (and vice versa).
26. 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.
27. 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.

Annexure A

Block	Activity	Location	Date
Block 1	Business Modelling and NT Aboriginal Tourism Forum	Alice Springs	13-17 November 2023
Block 2	Foundations of a Successful Tourism Business	Darwin	4-8 December 2023
Immersion	Interstate Tourism Business Tour	TBC	15-19 January 2024
Block 3	Financial Positioning and Sustainability	Alice Springs	26 February – 02 March 2024
Block 4	Marketing and Branding	Darwin	18-22 March 2024
Showcase	Business Showcase - Roundtables	Darwin	15-19 April 2024

Annexure B – Privacy Notice

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 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) (**ATSIS 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.

please email privacy@iba.gov.au or call 1800 107 107.

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

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,