

DISCOVER ABORIGINAL EXPERIENCES

MEMBERSHIP PROSPECTUS 2023



In the spirit of reconciliation, Tourism Australia acknowledges the Traditional Custodians of Country throughout Australia and their connections to land, sea and community. We pay our respects to their Elders past, present and emerging.



DISCOVER ABORIGINAL EXPERIENCES

Australia's Aboriginal and Torres Strait Island tourism experiences are a central component of Tourism Australia's marketing activity to international consumers, trade partners and media. We provide key opportunities for businesses wishing to collaborate with Tourism Australia and promote their Aboriginal experiences to the world.



Wilpena Pound Resort, South Australia



Sealink NT – Tiwi Islands, Northern Territory

1. 'DISCOVER ABORIGINAL EXPERIENCES' – A SIGNATURE EXPERIENCES OF AUSTRALIA COLLECTIVE

Discover Aboriginal Experiences (DAE) is a flagship suite of extraordinary Aboriginal Australian experiences, showcasing the world's oldest living culture through the cornerstones of cultural insight, authenticity and meaningful connection. It is a collective of quality, authentic Aboriginal guided tourism experiences that have met guidelines that ensure they are able to meet the needs and expectations of trade and the international market and are consistently engaging in trade marketing activities.

This collective is part of Tourism Australia's [Signature Experiences of Australia](#) program

and is focused on targeting international trade distribution and trade media partners.

Members are required to be endorsed by their respective State/Territory Tourism Organisations; consistently meet the membership criteria; and wish to partner with Tourism Australia in a collaborative manner. All applications are via our STO partners by invitation only.

Further details on Discover Aboriginal Experiences are provided in this Prospectus.

Please contact Nicole Mitchell for further information - nmitchell@tourism.australia.com or your STO partner.

2. TOURISM AUSTRALIA CONSUMER MARKETING ACTIVITY

This is Tourism Australia's core consumer marketing activity, and all businesses are encouraged to embrace this opportunity. Key marketing activities include: our consumer website www.australia.com, our Social media Platforms - Instagram (5 million followers), Facebook (8.4 million followers) and Twitter (593,600 followers); features in our industry newsletter Essentials (over 13,000 subscribers); Public Relations and Media Programs – including pitching story ideas and hosting media visits; and sharing of visual assets via our Image and Video galleries.

Our Industry Relations team is here to help businesses work with Tourism Australia. For further details please review our [Working with Tourism Australia](#) guide and key contacts are as follows:

Dominic Mehling

Industry Relations Manager – ACT, NSW, NT & QLD
+61 2 9361 1325
dmehling@tourism.australia.com

Kristy Malapa

Industry Relations Manager - TAS & VIC
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Leigh Sorensen

General Manager Industry Relations
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Kakadu Cultural Tours, Northern Territory



WHAT IS THE SIGNATURE EXPERIENCES OF AUSTRALIA PROGRAM?

The Signature Experiences of Australia program (SEoA) connects travellers with unique Australian experiences aligned to their passions. Tourism Australia has partnered with industry to develop this program that packages and promotes Australia's outstanding tourism experiences within a variety of niche areas and special interest categories via each of the collectives. The unique and collaborative model provides a single point of contact for travellers, media and travel planners seeking to gain access to some of Australia's very best and most diverse holiday experiences.

For further information on Signature Experiences of Australia and the respective collectives please review the links below:

[Signature Experiences of Australia](#)

[Australian Wildlife Journeys](#)

[Cultural Attractions of Australia](#)

[Discover Aboriginal Experiences](#)

[Great Fishing Adventures of Australia](#)

[Great Golf Courses of Australia](#)

[Great Walks of Australia](#)

[Luxury Lodges of Australia](#)

[Ultimate Winery Experiences Australia](#)

Signature 

EXPERIENCES OF AUSTRALIA

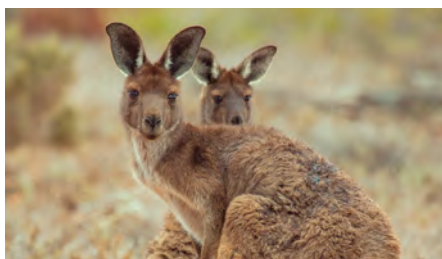


WHAT IS A 'SIGNATURE EXPERIENCE'?

All members in the Signature Experiences of Australia collectives provide a premium experience and are aligned to Tourism Australia global target market, [the High Value Traveller](#). By premium, it is not intended to mean luxury, but rather premium in experience. For example, how unique or exclusive the experience is and how authentically Australian it is. It must also be of a high standard with regard to quality, warm and welcoming hospitality and attention to detail.

Premium in Australia encompasses urban and regional, exclusive and bespoke and acknowledgement of the privilege of place. Products in the collective deliver unique, compelling and brag-able experiences. These are the standout experiences that create a positive halo effect for the broader Australian tourism industry by showcasing some of Australia's most outstanding tourism product and experiences.

All members must meet and consistently adhere to the collective's application criteria and terms as listed in the Partner Agreement.

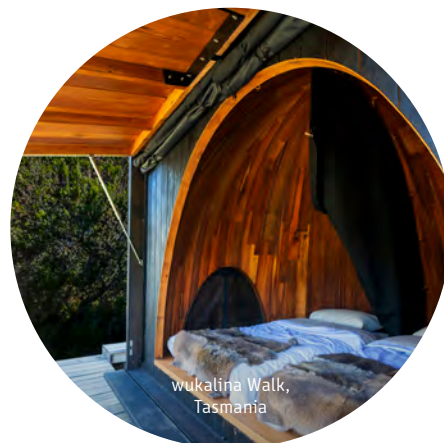




WHAT IS THE DISCOVER ABORIGINAL EXPERIENCES COLLECTIVE?



SEIT Outback Australia, Northern Territory



wukalina Walk,
Tasmania



Dreamtime Dive & Snorkel, Queensland



Royal Botanic Gardens Melbourne, Victoria



Dreamtime Southern X, New South Wales



DISCOVER ABORIGINAL EXPERIENCES

Discover Aboriginal Experiences (DAE) is a flagship suite of extraordinary Aboriginal Australian experiences, showcasing the world's oldest living culture through the cornerstones of cultural insight, authenticity and meaningful connection.

The collective includes aspirational Aboriginal tourism products located in destinations with high international appeal that offer diversity, transformation and engagement and leave a lasting impression. Experiences are guided by Aboriginal people who share personal stories about their own

country to bring the landscape and their culture to life.

The DAE 'brand personality' is reliable, consistent, collaborative, welcoming and positive and is upheld at all times by members.

The collective appeals to 'experiential travellers' offering high quality, authentic, uniquely Australian experiences that encompass a strong connection to, and privilege of, place. Collective member products are the standout, unique and brag-able experiences that align directly with the Signature Experiences brand positioning and are small group personal touring experiences.

Tourism Australia promotes DAE through tourism trade education and training, representation at international trade events, trade marketing initiatives and via international

trade media. As the collective's primary marketing focus is working with international trade partners, the members in the collective must have been working with these partners for a considerable time and have demonstrated their historical and future international marketing activities (such as prior attendance at trade shows such as ATE) and have proven existing strong trade partnerships. DAE is not to be seen as a launch pad into the international market, but rather to complement existing activities by the business who would have already established relationships and is actively targeting international buyers. Therefore, it is more than just being 'Export Ready', it is about demonstrated international marketing activities detailed in a Marketing Plan and confirmation of existing international business transactions via trade partners.



WHAT IS THE MEMBERSHIP CRITERIA FOR DISCOVER ABORIGINAL EXPERIENCES?

Minimum requirements for membership include the following:

ALIGNMENT WITH TOURISM AUSTRALIA & OUR PARTNERS

- 1** The applicant understands Tourism Australia's priorities, aligns with Brand Australia and our [Vision](#). Refer to [Tourism Australia's Corporate Plan](#).
- 2** A willingness to partner with Tourism Australia international marketing initiatives and adhere to any requirements (e.g. payment, delivery, deadlines, timely communication responses etc).
- 3** Regular engagement with your State Tourism Organisation (STO) who are Tourism Australia's partners in the [Signature Experiences of Australia program](#).
- 4** In the spirit of a genuine partnership act always in a professional manner with Tourism Australia and all our partners.

MARKETING & DISTRIBUTION

- 5** Have your business and all your Aboriginal guided experiences listed on Australia.com and other tourism websites via the [Australia Tourism Data Warehouse](#). As a minimum, all listings are reviewed and updated annually. Listings are to be reviewed by the STO Partner prior to application.
- 6** Export Ready business with a demonstrated understanding of the international travel trade, including providing the required commission structure (minimum 25% commission for international) and service requirements. For further details on the requirements to be Export Ready please refer to Australian Tourism Export Council's (ATEC) Tourism Export Toolkit.
- 7** Submission of Inbound Nett Rates for the current and upcoming contracting year (April-March) and agreeing for rates to be submitted by DAE directly to Inbound Tour Operators.
- 8** Demonstrated commitment to marketing via international trade partners, including the business itself having prior attendance at TA or STO partner international trade shows (e.g., ATE, Australia Marketplace, Queensland on Tour etc) and/or missions (e.g., in market roadshows) and future planned activities. A minimum of one recognised international focused event in the last calendar year.
- 9** Proven existing trade relationships and be contracted with commercial distributors that are delivering a consistent stream of bookings. Applicants are required to provide two distribution trade partners' letters of support (e.g., must be an Inbound Tour Operator/Wholesaler) and will be required to share booking statistics on application (that will be held in confidence).
- 10** Actively targeting trade media and willingness to host both trade partners and media buyers at discounted levels on familiarisation trips (e.g., nett rates).
- 11** Maintain a high standard of professional marketing driven by your annual Marketing Plan. Plan will be reviewed by the STO partner prior to application.
- 12** Demonstrated active and engaging social media presence.
- 13** Website with secure online booking platform that is always operational.
- 14** At time of application able to provide 5 high-quality hero-style images and at least 60 seconds of high-quality video footage. Share image and video assets via way of License with Tourism Australia to also share with our partners (e.g., trade & media)

BUSINESS/PRODUCT MANDATORIES

- 15** Core business is the delivery of Aboriginal guided experiences. The business must be 100% focused on offering Aboriginal tourism experiences as their main offering (i.e., not just an experience as part of a suite of broader experiences).
- 16** All experiences are consistently delivered by an Aboriginal person who is recognised as a knowledge holder for the region.
- 17** Non-Indigenous owned businesses need to demonstrate by a letter of support from the Traditional Owners that they have a long-term partnership and/or are endorsed by the relevant Indigenous Custodians, families, or community spokesperson(s).
- 18** All marketing activities (including print and online) must be respectful of culture as reviewed by the STO Partner and Tourism Australia's Head of Indigenous Affairs.
- 19** Product alignment to [Signature Experiences of Australia](#) offering, which delivers an outstanding, authentic, uniquely Australian experience that is suitable to the High Value Traveller. The experience must be transformational and acknowledged as being premium (e.g., a standout experience that is personalised, small-group focused, engaging, high quality and completely focused on the cultural experience – a unique offering).
- 20** Offer a product that has a high propensity to be sold by trade partners and aligns to Tourism Australia's key support pillars – Natural Beauty, Food & Drink, Wildlife and Culture.
- 21** Must be endorsed by the relevant STO as meeting all the criteria and is a 'Signature Experience' as defined by the program's purpose.



WHAT IS THE MEMBERSHIP CRITERIA FOR DISCOVER ABORIGINAL EXPERIENCES? CONT.



OPERATING REQUIREMENTS

22	Operating an experience/s that has consistent regular scheduled departures.
23	Operating experiences for 12 months of the year or the equivalent tourism season for the location.
24	Operational business for bookings, enquiries, and communications always (even when not seasonally operating experiences).
25	The business must operate in a destination of high international appeal and visitation that is also supported by consistent international destination marketing. Evidence of the locations international destination marketing is required.
26	Have a demonstrated commitment to authenticity, service excellence, quality, and reliability. Proven consistent delivery of an exceptional experience based on customer reviews.
27	Have a demonstrated commitment to sustainability, respecting and protecting the communities, cultures, and lands.
28	Demonstrated consistent response time within 24 hours to all trade, media, and consumer enquiries and able to respond to Tourism Australia communications and requests for information within the set time frames.
29	Provide written notice to Tourism Australia as soon as reasonably practicable in circumstances where the business is not operating temporarily or permanently as a result of business disruptions.

BUSINESS PRACTICES

30	Holds Public Liability Insurance and Workers Compensation Insurance (if required by law) and the additional relevant permits and licences specific to the experience.
31	The business must be compliant with COVID-19 restrictions and government guidelines. Refer here for resources.

MEMBERSHIP REQUIREMENTS

32	Sign a 'Partner Agreement' with Tourism Australia. Consistently adhere to all the terms and actions as listed in this Agreement.
33	Agree to adhere to reporting requirements to Tourism Australia by due dates.

Applications are to be completed by the STO partner, in collaboration with the business applicant.

Tourism Australia reserves the right to revoke or decline membership at any time.



IS THERE A MEMBERSHIP ANNUAL FEE?

There is no fee to be a member of the DAE collective, as the collective is funded by Tourism Australia and our STO partners.

However, businesses will be required to meet and continually adhere to the above guidelines, including the terms as listed in the 'Partner Agreement'. Please ensure that this Agreement is reviewed prior to application (refer to Appendix 1).

Marketing activities that members wish to participate in, such as trade shows (e.g., ATE) are at the individual business' cost as per normal.



Kakadu Tourism, Northern Territory



WHAT IS THE APPLICATION PROCESS FOR DAE?

Please refer to the steps for application as listed below.

1. Applications for membership must initially be invited by the STO partner after they have reviewed the business against the criteria, including confirmation that the product is a Signature Experience.
2. Applications open annual in July and close on 01 September.
3. If your STO has endorsed your application, they will complete the online application form in this document in partnership with you, including the uploading of the required supporting documentation by the due date. Partially completed or non-online applications will not be accepted.
4. Please provide the required supporting documentation as listed in the application by the due date, e.g., a copy of your current Inbound Nett rates reflecting a minimum of 25% commission, your images and video footage, your references etc. **If this is not received the application will not be processed for review.**
5. Tourism Australia will review the application in consultation with the respective STO including contacting the references provided in the application.
6. Tourism Australia will notify applicants by email to advise if they have been successful. Unsuccessful businesses will be advised if they did not meet the criteria.
7. Successful applicants will be required to sign and return the Partner Agreement within 2 weeks of issue date.
8. On receipt of the signed Partner Agreement the member will be provided with a Discover Aboriginal Experiences member logo and usage guidelines.
9. Marketing collateral will be updated annually.

Membership is reviewed annually in partnership with the STO to ensure that the business is consistently meeting the criteria and providing the upcoming years Inbound Nett rate sheet. Successful businesses will be issued a new annual Partnership Agreement for completion.



Walkabout Cultural Adventures, Queensland



WHO SHOULD I CONTACT FOR FURTHER INFORMATION?

Tourism NT	Danielle Thomas	danielle.thomas@nt.gov.au
Tourism Tasmania	Cat Carey	cathryn.cary@tourism.tas.gov.au
Visit Victoria	Ashleigh Bartley	ashleigh.bartley@visitvictoria.com.au
Tourism & Events Queensland	John Huggins	john.huggins@queensland.com
Tourism WA	Renee Zaffino-Little	renee.zaffino-little@westernaustralia.com
South Australian Tourism Commission	Mark Phelps	mark.phelps@sa.gov.au
Visit Canberra	Sarah Staruszkiewicz	sarah.staruszkiewicz@act.gov.au
Destination New South Wales	Sarah Allen	sarah.allen@dns.com.au
Tourism Australia	Nicole Mitchell	nmitchell@tourism.australia.com

The terms Aboriginal and Indigenous are used interchangeably in this document. The term Aboriginal is more commonly used in Tourism Australia's global marketing communications due to higher international recognition and association with Australia, though should be assumed to include Torres Strait Islanders where relevant.

Version date: August 2022

All applications must be completed on this form **by the STO partner** in consultation with the applicant business. All questions must be answered before submitting and supporting documentation must be emailed with the completed application form. Send to nmitchell@tourism.australia.com by the **due date of 1 September 2022**.

1. OVERVIEW

Date of application	
Applications are required to be completed by the STO partner. Please list details of the STO: STO name Full name Position title Contact email Contact mobile	
STO Partner please confirm that you have reviewed all the criteria for membership with the applicant business and support their application for membership.	<div>Yes</div> <div>No</div>

2. BUSINESS OVERVIEW

Registered Business Name (for Agreement purposes). List exactly as corresponding with the business's ABN.	
Registered Trading Name (for marketing purposes)	
ABN	
What year was the business established?	
Business Address (physical address, not postal) - include State and Postcode	
Postal Address – include State and Postcode	
Business Website	
FaceBook URL	
Instagram URL	
Twitter URL	
Business Phone number (in international format, e.g., +61) – main contact number for Tourism Australia and Trade Partners	
Business Email Address – main contact email address for Tourism Australia and Trade Partners	
Key Contact Name	
Key Contact Title	
Key Contact Email	
Key Contact Mobile (in international format, e.g., +61)	
Reservations Phone (in international format, e.g., +61)	
Reservations Email	



3. BIOGRAPHY

Provide a short biography of the business and the Aboriginal experiences offered (no more than 250 words) that the business would like considered for inclusion in DAE.

Provide a 50-word summary for marketing purposes.

4. TYPE OF BUSINESS OPERATION

What is the main type of business operation?

Select from:

- Attraction
- Accommodation
- Restaurant
- Short Tour
- Extended Tour
- Cruise
- Other – please specify

5. TYPE OF TRAVELLERS

What type of travellers does the business cater for?
Tick as many as applicable.

Select from:

- FIT (Free Independent Traveller)
- Escorted Group Tours
- Incentive/Convention
- Student
- Youth/Backpacker/Working Holiday Maker
- Business/Corporate
- Premium/Luxury
- Other – please list



6. PRODUCT CATEGORY THEMES

Which category themes, as marketed by the collective, best describes the product experience (you may select more than one). Please review the category descriptors below before selecting. Tourism Australia may review these following your application to best match your product experience.

Active Adventures

You'll find a wide selection of exhilarating experiences on offer in Australia's beautiful landscapes, from kayaking, quad biking and hiking to 4WD adventures and a bridge climb with a difference.

Art and Museum Experiences

Explore Australia's excellent Aboriginal art galleries and museums, visit ancient rock art sites offering profound insights into Dreaming stories, or take part in artist-led workshops in contemporary art practice. All help you understand the fundamental role of art in the transmission of culture.

Bush and Outback

The Australian outback is a wild, ancient place. With an Aboriginal guide, explore working cattle stations, outback gorges, ancient rock art galleries and waterholes, and learn about the bounties a seemingly barren desert can provide.

Coastal and Aquatic Experiences

Aboriginal culture is not only connected with the outback but also with Australia's spectacular coastal regions. Fish, search for mud crabs, snorkel, kayak and swim in beautiful beaches and aquamarine waterways.

Culinary Experiences

Guided bush tucker walks reveal the surprising fecundity of the Australian landscape, while outback dining, infused with the unique flavours of the Australian bush, offers a deliciously immersive experience. Alternatively, try your hand at traditional hunting.

Exclusive Accommodation

When you want to immerse yourself fully in Australia's remarkable and remote landscapes, unique Aboriginal-owned accommodations, including island wilderness retreats, safari tents and architecturally-designed huts, make your experience all the more special

Immersive Journeys

Go off the beaten track and you'll soon learn that there is not one, but many Aboriginal cultures, each with its own language, belief system and powerful connection to place. On an extended immersive journey, you'll gain both insight into the world's oldest living cultures and understanding of Aboriginal spirituality and connection to Country.

Nature and Wildlife Experiences

View Australia's distinctive landscapes through different eyes, helping you gain a deeper appreciation of the natural environment and the nation's unique wildlife – and enjoy great fishing!

Urban Culture Experiences

Aboriginal culture also thrives in Australia's urban centres, with walking tours as well as museums, galleries and cultural centres offering easily accessible ways to connect with Indigenous culture.

Select from:

- Active Adventures
- Art and Museums
- Bush and Outback
- Coastal and Aquatic
- Culinary Experiences
- Exclusive Accommodation
- Immersive Journeys
- Nature and Wildlife
- Urban Culture

7. GEOGRAPHICAL LOCATION

In what geographical area/s do the experiences operate in?

Select from:

- ACT
- NSW
- NT
- QLD
- SA
- TAS
- VIC
- WA

What region does the business classify the experiences in for marketing?
Be specific, e.g., Daintree Rainforest Queensland

What nation(s) / language group(s) are the experiences located in?

Getting there – max 20 words, e.g., Tour departs from ... or located half-way between Brisbane and the Gold Coast.

8. STANDARD OF TRAVEL

What categories describe the standard of travel the business markets to?
Tick as many as possible.

Select from:

- Budget
- Mid-range
- Luxury



9. SPECIFIC EXPERIENCES TO BE CONSIDERED FOR DAE

Please list which specific experiences the business would like to have included in the Discover Aboriginal Experiences collective. These must be Aboriginal guided. Please list details as below. If the business has more than 5 experiences, please attach additional experiences including these fields of information in this format.

Experience 1

Experience Name – the exact name as listed on website or rates sheet

Brief 30-word description focusing on the key features and inclusions of the experience

Days Operating e.g., daily, Wednesdays etc.

Season e.g., year-round or list months

Duration e.g., full day, half day, 2 hours, 3 days etc.

Minimum numbers (for the experience to operate)

Maximum numbers (that the experience can take)

Experience 2

Experience Name – the exact name as listed on website or rates sheet

Brief 30-word description focusing on the key features and inclusions of the experience

Days Operating e.g., daily, Wednesdays etc.

Season e.g., year-round or list months

Duration e.g., full day, half day, 2 hours, 3 days etc.

Minimum numbers (for the experience to operate)

Maximum numbers (that the experience can take)

Experience 3

Experience Name – the exact name as listed on website or rates sheet

Brief 30-word description focusing on the key features and inclusions of the experience

Days Operating e.g., daily, Wednesdays etc.

Season e.g., year-round or list months

Duration e.g., full day, half day, 2 hours, 3 days etc.

Minimum numbers (for the experience to operate)

Maximum numbers (that the experience can take)



Experience 4

Experience Name – the exact name as listed on website or rates sheet

Brief 30-word description focusing on the key features and inclusions of the experience

Days Operating e.g., daily, Wednesdays etc.

Season e.g., year-round or list months

Duration e.g., full day, half day, 2 hours, 3 days etc.

Minimum numbers (for the experience to operate)

Maximum numbers (that the experience can take)

Experience 5

Experience Name – the exact name as listed on website or rates sheet

Brief 30-word description focusing on the key features and inclusions of the experience

Days Operating e.g., daily, Wednesdays etc.

Season e.g., year-round or list months

Duration e.g., full day, half day, 2 hours, 3 days etc.

Minimum numbers (for the experience to operate)

Maximum numbers (that the experience can take)

10. ALIGNMENT WITH TOURISM AUSTRALIA

Please confirm that the business has reviewed and understands Tourism Australia's priorities and aligns with Brand Australia and Tourism Australia's Vision. Refer to Tourism Australia's Corporate Plan.

Yes

No

Is the business willing to partner with Tourism Australia international marketing initiatives and adhere to any requirements (e.g., payment, delivery, deadlines, timely communication responses etc.).

Yes

No

Does the business have regular engagement with the State Tourism Organisation (STO) who are Tourism Australia's partners in the Signature Experiences of Australia program?

Yes

No

Does the business agree, in the spirit of a genuine partnership, to act always in a professional manner with Tourism Australia and all our partners?

Yes

No

11. MARKETING & DISTRIBUTION

Can you, the STO, confirm that you have reviewed the business and experiences listing on the Australian Tourism Data Warehouse and they are up to date?

Yes

No



Has the business demonstrated that they are “Export Ready” with a demonstrated understanding of the international travel trade, including providing the required commission structure and service requirements? For further details on the requirements to be Export Ready please refer to ATEC’s Tourism Export Toolkit .	Yes	No
Have you reviewed the businesses rate sheet and can confirm that they are providing commissionable year-round rates of at least 25%? (a copy will be required to be submitted).	Yes	No
Is the business willing for DAE to share their Inbound Nett rates with ITO partners on their behalf	Yes	No
How many years has the business been marketing via international trade partners?		
Please advise the total number of passengers the business had during the period 01 July 2021-30 June 2022.	Select from: Under 25 25-100 101-250 251-500 501-1000 Over 1000 Other – please specify	
Please advise what percentage of the business passengers are domestic and international traditionally (i.e., prior to Covid-19 period).	Domestic – insert %	International – insert %
What are the traditional primary international markets for the business (prior to Covid-19 period)? Select top 3.	Select top 3 from: <div> Brazil Canada China France Germany Hong Kong India Indonesia Italy </div> <div> Japan Malaysia New Zealand Singapore South Korea UK USA Other – please list </div>	
Indicate any language/s the product caters for other than English? (e.g., Marketing materials/websites in other languages, guides that speak other languages etc.).		
Provide as much detail about how the business’s product or service is made available in relation to their international markets (i.e., wholesale/ retail programs, ITO programs, brochures, Internet, promotions etc.).		
Provide as much detail about the business’s international marketing activities in relation to their markets, (e.g., trade events, campaigns, media/public relations, visiting journalist program, sales trips etc.).		
Please list international trade shows (e.g., ATE, Australia Marketplace events etc.) and/or missions (e.g., in market roadshows) that the business has attended in the past and the year attended. Prior attendance at international trade shows is a requirement for DAE membership. A minimum of one recognised international-focused event in the last year is required. Please note that it must be the business that has attended, not marketing or membership organisations representing the business.		
Please list the international trade shows (e.g., ATE, Australia Marketplace) and/or missions (e.g., in market roadshows) that the business plans to attend during 2023.		
Is the business actively targeting trade media and willing to host both trade partners and trade media buyers at discounted levels on familiarisation trips?	Yes	No



Do you, the STO, believe the business is maintaining a high standard of professional marketing driven by their annual Marketing Plan that you have sighted?	Yes	No
As the STO, have you reviewed the business's social media presence and believe it is active and engaging on a regular basis?	Yes	No
As the STO, have you reviewed the online booking platform of the business to ensure that it is always operational and secure?	Yes	No

12. BUSINESS/PRODUCT MANDATORIES

Is the core business the delivery of Aboriginal guided experiences? The business must be 100% focused on offering Aboriginal experiences as their main business offering (i.e., not just an experience as part of a suite of broader experiences).	Yes	No
Are all the experiences delivered by the business consistently delivered by an Aboriginal person who is recognised as a knowledge holder for the region?	Yes	No
Is the business Indigenous owned?	Yes	No
If the business is non-Indigenous owned, please detail and demonstrate the long-term partnership and/or endorsement by the relevant Indigenous Custodians, families, or community spokesperson(s). A letter of support from the Traditional Owners will need to be submitted.		
As the STO, can you confirm that all marketing activities (including print and online) are respectful of culture.	Yes	No
Explain how the business's product experience aligns to the Signature Experiences of Australia offering, which delivers an outstanding, authentic, uniquely Australian experience that is suitable to the experiential traveller. The experience must be acknowledged as being premium and high end - a real stand-out product of high quality.		
Explain how the business's product has a high propensity to be sold by trade partners and aligns to Tourism Australia's key support pillars – Natural Beauty, Food & Drink, Wildlife and Culture.		

13. OPERATING REQUIREMENTS

Please confirm that the business have experience/s that have consistent regular scheduled departures.	Yes	No
What months of the year do the experiences operate (please note the business must be operating for 12 months of the year or the equivalent tourism season for the location)?		
Is the region supported by international destination marketing? Provide details of international marketing activities undertaken by the region to demonstrate.		
Please detail the business's commitment to authenticity, service excellence, quality, and reliability. Provide details on the business's customer service philosophy/values and what measures they put in place to ensure they are upheld. As the STO, please also confirm that you have sighted customer reviews and endorse this requirement.		
Please detail the business's commitment to sustainability, respecting and protecting the community, cultures, and lands.		



Please confirm that the business actively responds to all trade and media partner queries within 24 hours.	Yes	No
Please confirm that the business has the capacity and are committed to responding to Tourism Australia communications and requests for information within the set time frames.	Yes	No
Please confirm the business understands their obligation in accordance with the terms of their Membership to provide written notice to Tourism Australia as soon as reasonably practicable in circumstances where the business is not operating temporarily or permanently because of business disruptions.	Yes	No
What procedures does the business have in place to ensure queries are responded to within 24 hours when they are away for holidays or other reasons (eg cultural engagements).		

14. BUSINESS PRACTICES

Please confirm that the business holds Public Liability Insurance and Workers Compensation Insurance (if required by law) and the additional relevant permits and licences specific to the experience.	Yes	No
Please confirm that you have reviewed the businesses practices and they are compliant with COVID-19 restrictions and government guidelines.	Yes	No

15. MEMBERSHIP REQUIREMENTS

Please confirm that the business is prepared to sign a 'Partner Agreement' with Tourism Australia which details partnership and reporting requirements and is willing to consistently adhere to all the terms and actions as listed in this Agreement.	Yes	No
As the STO, confirm that you believe the 5 images and video footage submitted with this application are of high-quality hero-style and are available for use across TA's channels including websites, collateral, social media and other channels.	Yes	No
Please confirm the business is willing to share images and video assets via way of License with Tourism Australia and that a copy of Tourism Australia's meta data form for video and images has been completed and attached to this application.	Yes	No

16. SUBMISSION SUPPORT REQUIREMENTS

The following documentation must be submitted with this application form at the same time to confirm application. Please confirm they have been submitted.

Inbound Nett Rates for the contracting years of 01 April 2022-31 March 2023 and 01 April 2023-31 March 2024. All relevant information must be included on the rate sheet for trade partners as listed in ATEC's Tourism Export Tool Kit (eg cancellation, payment conditions etc).	Rates submitted:	
	Yes	No
Two international trade partner written references that include the partner's contact details. References need to be international trade partners such as Inbound Tour Operators and/or International Wholesalers with whom the business traditionally receives regular bookings from (not Domestic Wholesalers, seat-in-coach operators, regional tourism organisations etc). These can be partners prior to COVID-19 period.	References submitted:	
	Yes	No
Letter of support that demonstrates the long-term partnership and/or endorsed by the relevant Indigenous Custodians, families, or community spokesperson(s). (Not required for Indigenous owned businesses)	Letter submitted:	
	Yes	No Not applicable (as Indigenous owned)
5 high-quality hero-style images	Images submitted:	
	Yes	No
Approximately 60 seconds of high-quality video footage	Video footage submitted:	
	Yes	No
Member logo – horizontal, stacked, reverse horizontal and reverse stacked in png or eps format.	Member logo submitted:	
	Yes	No
Meta Data Form for Images and Videos attached (download template here)	Meta Data Form submitted:	
	Yes	No



APPENDIX 1 – DAE PARTNER AGREEMENT

Please kindly note that the Partner Agreement may change at the time of issue, and this DAE Partner Agreement should just be viewed as an example.



DISCOVER ABORIGINAL EXPERIENCES PROGRAM PARTNER AGREEMENT

Once executed by both parties, this Schedule together with the Terms and Conditions that follow, is a legally binding agreement between Tourism Australia (TA) and the Partner.

SCHEDULE

Parties	TA	Tourism Australia (ABN 99 657 548 712) Level 29, 420 George Street Sydney NSW 2000 Australia
	Partner	Organisation name ABN Address, State Phone Email Website
Term	Start Date	01 January 2023
	End Date	31 December 2023 unless terminated or extended in accordance with the Terms and Conditions of this Agreement.
Program	Name	Discover Aboriginal Experiences (DAE)
	Date(s)	01 January 2023 - 31 December 2023
	Details	<p>The Program is delivered as part of the 'Signature Experiences of Australia Program' which aims to foster areas of untapped competitive advantage for Australia by focusing on world-class Australian special-interest tourism experiences that drive consumer travel behaviour.</p> <p>The aim of the Program is to increase incremental growth in visitation, attracting higher value travellers who will travel to follow their passion.</p> <p>Tourism Australia works with industry sectors to deliver the Program and bundles the highest quality product together with each collective creating a compelling marketing proposition to generate cut-through in a competitive global marketplace.</p> <p>By focusing on traveller passions, Tourism Australia aims to connect with those travellers who are specifically seeking out destinations that can deliver unique, compelling, and brag-able experiences aligning to their specific interest.</p> <p>The aims of the Program are to:</p> <ul style="list-style-type: none"> • develop a brand that will resonate strongly with target customers; • contribute to TA's efforts to raise awareness of the Aboriginal experiences offered in Australia under the auspices of the Signature Experiences of Australia Program; • create aspiration for international visitors to travel to Australia to participate in Aboriginal experiences; • develop and distribute relevant and timely content; • identify and nurture travel industry distribution partners; and • provide insights and trends.
Partner's Obligations		Partner must:
	Program Support	<ul style="list-style-type: none"> • At all times comply with the Eligibility Program Criteria prescribed in Appendix A of this Agreement. Failure to comply constitutes a material breach of this Agreement and may result in TA's termination of this Agreement pursuant to clause 8.3 of the Terms and Conditions below. • Provide consumer insights and trends into Australian Aboriginal experiences. • Provide relevant content and newsworthy stories to support TA campaigns and newsletters as often as is reasonably requested by TA. • Record and share outcomes from the parties' collaboration under this Agreement with TA. • Specifically understand the roles played by the international travel trade and be receptive to travel wholesalers and retail travel agents and the required commission levels. • Provide timely response to all queries.



APPENDIX 1 – DAE PARTNER AGREEMENT CONT.

Partner's Obligations	Program Support	<ul style="list-style-type: none"> Adhere to all marketing initiative set requirements as deemed specific to that activity (e.g., on time payments to attend trade shows, support for familiarisation visits etc). Report* annually by the due date required by TA including the following business information: <ul style="list-style-type: none"> Passenger numbers Key challenges Markets Key highlights Key distribution partners DAE membership value Business diversification. *Note: The Partner agrees that any reports provided under this Agreement may be shared with Tourism Australia's partners – the State and Territory Tourism Organisations. Act at all times in a professional manner and not make any critical, negative or disparaging remarks about Tourism Australia, and its directors, officers, employees, contractors or agents.
	Partner's Materials	<p>Partner must supply the following materials to deliver its obligations under the Program:</p> <ul style="list-style-type: none"> Video footage and still imagery for TA's video and image galleries and inclusion in communication (online as well as printed collateral). The Partner grants TA the license to the Partner's Materials as per clause 3 of the Partnership Agreement Terms and Conditions, below. Partner will supply a written copy of product information specific to its product offering consistent with messages delivered in own collateral for third party distribution e.g., 250-word bio or similar. TA reserves the right to edit this copy to be in line with brand and the tone of the marketing piece. Partners will supply Inbound Nett Rates for the current and upcoming contracting year for distribution to Inbound Tour Operator partners. Any changes to these rates must be notified immediately to Tourism Australia.
TA's Obligations	Program Obligations	<p>TA will provide:</p> <ul style="list-style-type: none"> One main point of contact. Liaison with State and Territory Organisations. Management of the Signature Experiences of Australia Program. Sharing of newsworthy content. Liaison with TA Marketing and Distribution teams. International trade and consumer show representation as deemed appropriate to attend. Access to TA international marketing and distribution. Participation in Aussie Specialist Program (modules, fact sheet and itinerary). Specific DAE tagging of the Aboriginal Experience on ATDW. Leverage from other Signature Experiences of Australia collectives.
	TA's Materials	<p>TA will supply the following materials to deliver its obligations under the Program:</p> <ul style="list-style-type: none"> Access to TA images/footage. Use of TA's Discover Aboriginal Experiences member logo. Access to research and insights.
Additional provisions	KPIs	<ul style="list-style-type: none"> Work together to position Australia as the most desirable and memorable destination on earth and promote Australia's Aboriginal experiences offering. Positive response from trade partners.
	Member Logo	<ul style="list-style-type: none"> Use of the DAE member logo must be adhered to according to the guidelines. If the Partner is no longer a member of DAE the DAE member logo must be removed from all uses immediately (including re-printing of materials).
	Additional Requirements	<p>1. Failure to meet the Partner Obligations under this Agreement at any point in time will result in the termination of this Agreement pursuant to clause 8.3 of the Terms and Conditions below.</p>
	Milestones	<p>TA and the Partner will work together to provide reports* on:</p> <ul style="list-style-type: none"> Passenger numbers Key challenges Markets Key highlights Key distribution partners DAE membership value Business diversification <p>*Note: The parties agree that any reports provided under this Agreement may be shared with Tourism Australia's partners – the State and Territory Tourism Organisations</p>
Contact details	TA	<p>Nicole Mitchell Executive Officer nmitchell@tourism.australia.com Level 29, 420 George Street Sydney NSW 2000 Phone: 0410 499 525</p>
	Partner	<p>[Enter name] [Enter email]</p>



DAE PARTNER AGREEMENT - ELIGIBILITY PROGRAM CRITERIA



ALIGNMENT WITH TOURISM AUSTRALIA & ITS INDUSTRY PARTNERS

1	The applicant understands Tourism Australia's priorities, aligns with Brand Australia and our Vision . Refer to Tourism Australia's Corporate Plan .
2	A willingness to partner with Tourism Australia international marketing initiatives and adhere to any requirements (e.g. payment, delivery, deadlines, timely communication responses etc).
3	Regular engagement with your State Tourism Organisation (STO) who are Tourism Australia's partners in the Signature Experiences of Australia program .
4	In the spirit of a genuine partnership act always in a professional manner with Tourism Australia and all our partners.

MARKETING & DISTRIBUTION

5	Have your business and all your Aboriginal guided experiences listed on Australia.com and other tourism websites via the Australia Tourism Data Warehouse. As a minimum, all listings are reviewed and updated annually. Listings are to be reviewed by the STO Partner prior to application.
6	Export Ready business with a demonstrated understanding of the international travel trade, including providing the required commission structure (minimum 25% commission for international) and service requirements. For further details on the requirements to be Export Ready please refer to Australian Tourism Export Council's (ATEC) Tourism Export Toolkit.
7	Submission of Inbound Nett Rates for the current and upcoming contracting year (April-March) and agreeing for rates to be submitted by DAE directly to Inbound Tour Operators.
8	Demonstrated commitment to marketing via international trade partners, including the business itself having prior attendance at TA or STO partner international trade shows (e.g., ATE, Australia Marketplace, Queensland on Tour etc) and/or missions (e.g., in market roadshows) and future planned activities. A minimum of one recognised international focused event in the last calendar year.
9	Proven existing trade relationships and be contracted with commercial distributors that are delivering a consistent stream of bookings. Applicants are required to provide two distribution trade partners' letters of support (e.g., must be an Inbound Tour Operator/Wholesaler) and will be required to share booking statistics on application (that will be held in confidence).
10	Actively targeting trade media and willingness to host both trade partners and media buyers at discounted levels on familiarisation trips (e.g., nett rates).
11	Maintain a high standard of professional marketing driven by your annual Marketing Plan. Plan will be reviewed by the STO partner prior to application.
12	Demonstrated active and engaging social media presence.
13	Website with secure online booking platform that is always operational.
14	At time of application able to provide 5 high-quality hero-style images and at least 60 seconds of high-quality video footage. Share image and video assets via way of License with Tourism Australia to also share with our partners (e.g., trade & media)

BUSINESS/PRODUCT MANDATORIES

15	Core business is the delivery of Aboriginal guided experiences. The business must be 100% focused on offering Aboriginal tourism experiences as their main offering (i.e., not just an experience as part of a suite of broader experiences).
16	All experiences are consistently delivered by an Aboriginal person who is recognised as a knowledge holder for the region.
17	Non-Indigenous owned businesses need to demonstrate by a letter of support from the Traditional Owners that they have a long-term partnership and/or are endorsed by the relevant Indigenous Custodians, families, or community spokesperson(s).
18	All marketing activities (including print and online) must be respectful of culture as reviewed by the STO Partner and Tourism Australia's Head of Indigenous Affairs.
19	Product alignment to Signature Experiences of Australia offering, which delivers an outstanding, authentic, uniquely Australian experience that is suitable to the High Value Traveller. The experience must be transformational and acknowledged as being premium (e.g., a standout experience that is personalised, small-group focused, engaging, high quality and completely focused on the cultural experience – a unique offering).
20	Offer a product that has a high propensity to be sold by trade partners and aligns to Tourism Australia's key support pillars – Natural Beauty, Food & Drink, Wildlife and Culture.
21	Must be endorsed by the relevant STO as meeting all the criteria and is a 'Signature Experience' as defined by the programs purpose.



DAE PARTNER AGREEMENT - ELIGIBILITY PROGRAM CRITERIA CONT.



OPERATING REQUIREMENTS

22	Operating an experience/s that has consistent regular scheduled departures.
23	Operating experiences for 12 months of the year or the equivalent tourism season for the location.
24	Operational business for bookings, enquiries, and communications always (even when not seasonally operating experiences).
25	The business must operate in a destination of high international appeal and visitation that is also supported by consistent international destination marketing. Evidence of the locations international destination marketing is required.
26	Have a demonstrated commitment to authenticity, service excellence, quality, and reliability. Proven consistent delivery of an exceptional experience based on customer reviews.
27	Have a demonstrated commitment to sustainability, respecting and protecting the communities, cultures, and lands.
28	Demonstrated consistent response time within 24 hours to all trade, media, and consumer enquiries and able to respond to Tourism Australia communications and requests for information within the set time frames.
29	Provide written notice to Tourism Australia as soon as reasonably practicable in circumstances where the business is not operating temporarily or permanently as a result of business disruptions.

BUSINESS PRACTICES

30	Holds Public Liability Insurance and Workers Compensation Insurance (if required by law) and the additional relevant permits and licences specific to the experience.
31	The business must be compliant with COVID-19 restrictions and government guidelines. Refer here for resources.

MEMBERSHIP REQUIREMENTS

32	Sign a 'Partner Agreement' with Tourism Australia. Consistently adhere to all the terms and actions as listed in this Agreement.
33	Agree to adhere to Tourism Australia's reporting requirements by due dates.



PARTNERSHIP AGREEMENT TERMS AND CONDITIONS

All capitalised terms in these Terms and Conditions have the meaning given to those terms in the Schedule, which together with these Terms and Conditions, forms the agreement between the parties herein after referred to as 'Agreement'.

1. **Term**
 - 1.1. This Agreement commences on the Start Date and ends on the End Date, unless terminated earlier in accordance with the termination provisions of the Agreement.
 - 1.2. At any time prior to the End Date, TA may elect to extend the term of this Agreement by a further 12 months or other period agreed by the parties. Should TA elect to exercise its option to extend the term pursuant to this clause, the parties agree that:
 - a) Such notice will be provided by Tourism Australia to Partner in writing in advance of the End Date;
 - b) Partner may either accept or decline its continued participation in the Program for the further term; and
 - c) The extension of the Term for the further term is made on the same Terms and Conditions of this Agreement, subject to any variations made by Tourism Australia in writing in the notice to renew.
2. **Parties' obligations**
 - 2.1. Subject to the terms of this Agreement,
 - a) Partner will perform the Partner's Obligations, including provide to TA the Program Support and the Partner's Materials (if any specified), and granting the Licence of the Partner's Materials specified in the Schedule, in accordance with TA's reasonable directions; and
 - b) TA will perform the TA Obligations, including provide the Program Obligations.
 - 2.2. The parties' obligations as per clause 2.1 must be provided within the Milestones, or where no time is specified, within such time as the parties agree. Notwithstanding this, TA will not be liable for any failure to meet the Milestones and reserves the right to vary the Program, if Partner fails to comply with the Partner's Obligations under this Agreement.
 - 2.3. Each party must provide the other with all such information and reasonable assistance as is necessary to enable that party to perform its obligations under this Agreement.
 - 2.4. The Partner must cooperate with any third party that TA directs the Partner to cooperate with in connection with this Agreement.
 - 2.5. Each party must ensure that all information and materials provided to the other party in connection with this Agreement:
 - a) are current, accurate and complete;
 - b) are not misleading, deceptive, defamatory, unlawful or objectionable; and
 - c) do not infringe the intellectual property rights of any person.



PARTNERSHIP AGREEMENT TERMS AND CONDITIONS CONT.

- 2.6. The parties may vary the terms of this Agreement by a written agreement in which case the agreed variation will form part of this Agreement.
- 2.7. The parties agree to notify the other party of anything reasonably likely to affect the performance of their obligations under this Agreement.
- 2.8. Each party must, and must ensure that its personnel (including its employees, contractors, agents and representatives) must, at all times during the Term:
- a) not bring the other party's name into disrepute or otherwise do anything to damage the other party's reputation or public image;
 - b) use its best endeavours to achieve the KPIs.; and
 - c) comply with or otherwise satisfy any of its obligations specified in the Additional Requirements.
- 2.9. The parties may vary the terms of this Agreement by written agreement in which case the agreed variation will form part of this Agreement.
- 2.10. The parties agree to notify the other party of anything reasonably likely to affect the performance of their obligations under this Agreement.
- 3. Intellectual property rights**
- 3.1. Each party authorises the other party to use its Material specified in the Schedule (if any), to the extent necessary for that party to perform its obligations under this Agreement, and at all times in accordance with all reasonable directions in relation to such use.
- 3.2. All intellectual property rights in the **Program Material** shall vest immediately upon its creation in TA, and to the extent that the Partner may acquire any right, title or interest in such Program Material, the Partner by this Agreement assigns to TA absolutely and as beneficial owner, its right title and interest in and to such Program Material.
- In this Agreement, Program Material means all material brought into existence as part of or for the purposes of carrying out the Program, and/or derived from the TA Material and Partner's Materials specified in the Schedule, and includes (without limitation) any material in any form including documents, images, trademarks, graphic works, photographs, logos, sound recordings, creative concepts, photographs, artwork, literary works, designs, slogans, information, data and all updates, modifications, improvements and variations to the original material.
- 3.3. For any Material provided by the Partner which is not Program Material, the Partner grants TA a perpetual sublicensable worldwide free licence to use, reproduce, publish, modify, adapt, distribute, store, run and/or display such Material provided, including any audio, video and still imagery provided, for the purpose of promoting Australia, the Partner and any party specified in the Schedule. This clause survives expiry or termination of this Agreement.
- 3.4. Nothing in this Agreement will affect the existing ownership of any TA Material or Partner's Material.
- 3.5. Each party warrants that it owns, or otherwise has the unfettered right to deal with, the intellectual property rights in that party's Material, and in a way that it allows it to fully comply with its obligations under this Agreement. Each party further warrants that its Material does not infringe the intellectual property rights or moral rights of any person or entity.

- 3.6. In this Agreement '**intellectual property rights**' means all present and future rights conferred by law in or in relation to copyright, inventions, patents, designs, business and domain names, trademarks and any other results of intellectual activity whether or not registrable or patentable, but does not include rights in relation to confidential information.
- 3.7. If the subject in the Material provided by the Partner is of Australian Aboriginal or Torres Strait Islander descent ("**Indigenous Talent**"), the Talent's family can contact Tourism Australia in the event the Indigenous Talent's death to arrange the remove of the image from the Partner Material and termination of the licenses in this clause.
- 4. Confidentiality**
- 4.1. The Partner agrees to keep any information identified as confidential information by TA or information the Partner would reasonably expect to be confidential ("Confidential Information") confidential. The Partner must only use Confidential Information solely for the purposes of performing its obligations under this Agreement and must not disclose, copy or record in any form, any part of the Confidential Information, except as necessary for the purposes of this Agreement or unless otherwise approved by TA.
- 5. Compliance with Privacy and Data Protection Laws**
- 5.1. This clause 5 applies to the extent the parties deal with personal information pursuant to this Agreement, including but not limited to, to the collection and processing of personal information, using data for non-primary purposes, and transferring data across jurisdictions.
- 5.2. The parties must not engage in conduct, acts or omissions that would breach requirements of any applicable privacy and data protection laws such as the Privacy Act 1988 (Cth).
- 6. Modern Slavery**
- 6.1. The Partner warrants that:
- 6.1.1. it will comply with all applicable laws, statutes and regulations in force from time to time which relate to modern slavery as defined under the Modern Slavery Act 2018 (Cth);
 - 6.1.2. it will take reasonable steps to ensure that there is no modern slavery in its supply chains or in its sub-contract's supply chains;
 - 6.1.3. it will implement and maintain throughout the term of this Agreement appropriate due diligence procedures for its own suppliers and sub-contractors to ensure that there is no modern slavery in its supply chains;
 - 6.1.4. it will notify TA as soon as it becomes aware of any actual law suspected modern slavery in a supply chain which has a connection with this Agreement; and
 - 6.1.5. it will maintain a complete set of records to trace the supply chain of all goods and services provided to TA in connection with this Agreement.



PARTNERSHIP AGREEMENT TERMS AND CONDITIONS CONT.

7. Indemnity


- 7.1. Each party (**Indemnifier**) at all times indemnifies the other party (**Indemnified Party**) and holds it harmless from and against the any loss reasonably incurred or liability directly incurred by the Indemnified Party, arising out of or in relation to any claim by any person but only to the extent that such loss or liability was caused or contributed to by:
- a) the Indemnifier's breach of any warranty provided under this agreement, or
 - b) any wilful, unlawful or negligent act or conduct, or omission of the Indemnifier's in connection with this Agreement.
- 7.2. To the extent permitted by law, neither party will be liable to the other for any indirect or consequential loss, or loss of income, profits, revenue or business, loss of or damage to goodwill, loss of business reputation, loss of data, loss of access to markets, loss of production, loss or denial of business opportunity, loss of anticipated savings, business interruption, or damage to credit rating, howsoever arising.
- 7.3. Clauses 7.1 and 7.2 do not apply in any way to limit the liability of a party to the other for or in connection with the death of a person or any personal injury, property damage, or claims in relation to breach of third party intellectual property rights.
- ## 8. Termination
- 8.1. The parties may terminate this Agreement by mutual agreement in writing.
- 8.2. A party may by notice terminate this agreement immediately if:
- a) an Insolvency Event occurs in relation to the other party; or
 - b) the other party fails to satisfy any of its obligations under this agreement, and the party reasonably considers that the breach of the other party's obligation is not capable of remedy, or where it considers that the failure is capable of remedy, by notice require that the failure be remedied within seven Business Days or such other time specified in the notice and, if not remedied within that time, may terminate this agreement immediately by giving a second notice.
- 8.3. TA may terminate this Agreement with immediate effect if the Partner fails to meet any component of the Partner's Obligations under this Agreement to the reasonable satisfaction of TA.

9. General

- 9.1. **Capacity:** The Partner warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Agreement, and that the execution delivery and performance of the Agreement has been duly and validly authorised by all necessary corporate action. If the Partner is a trustee of a trust, it warrants that:
- 9.1.1. it has entered into this Agreement in its own capacity and in its capacity as trustee of the trust;
 - 9.1.2. it has entered into this Agreement in accordance with powers conferred on it under the trust deed for the trust and with the knowledge and consent of the beneficiaries;
 - 9.1.3. it is indemnified from the property of the trust and such indemnity allows it to access and deal with the assets of the trust in order to meet any liabilities or claims that TA may have against the Partner arising out of or in connection with this Agreement;
 - 9.1.4. there is no limitation on the trustee's right of indemnity against the property of the trust.
- 9.2. **Dispute resolution:** If either party believes that there is a potential for dispute, or a conflict of interest, to arise during the Term, the parties will consult and use best efforts to try and reach an amicable resolution while ensuring the Event continues uninterrupted.
- 9.3. **Warranty:** Each party warrants that it has full power and authority to enter into this Agreement.
- 9.4. **Governing law:** This Agreement is governed by the laws of New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales.
- 9.5. **Entire Agreement:** This Agreement constitutes and contains the entire agreement between the parties with respect to the Event and supersedes any prior or contemporaneous agreements, oral or written. There are no promises, terms, conditions or obligations, oral or written, expressed or implied, other than those contained herein. This Agreement may only be amended in writing signed by both parties.

EXECUTED as an agreement

Signed on behalf of [] by its duly authorised representative(s):	Signed on behalf of Tourism Australia by its duly authorised representative:
Signature	Signature
Name of authorised representative	Name of authorised representative Nicole Mitchell
Title of authorised representative	Executive Officer, Discover Aboriginal Experiences
Date	Date



Discover Aboriginal Experiences is a flagship suite of extraordinary
Aboriginal Australian experiences, showcasing the world's oldest
living culture through the cornerstones of cultural insight,
authenticity and meaningful connections.

www.tourism.australia.com/aboriginal

