



INDUSTRY PARTNERSHIP TERMS AND CONDITIONS 2025-2026

When you Partner with Experience Gold Coast Pty Ltd you join our network to foster strong and mutually beneficial connections with affiliates operating within tourism, education, events, and arts and culture.

Introduction

- (a) In these terms and conditions (the **Terms and Conditions**), “we”, “our” or “us” means Experience Gold Coast Pty Ltd (the **Company**). “You” or “your” means Industry Partner (**Partner**).
- (b) Please read the Terms and Conditions carefully as they apply to the Industry Partner arrangement with the Company.

Details of our Industry Partnership are as follows:

Part	Term and Conditions
1. Term of Industry Partnerships (Partnerships)	1. Partnerships are valid from the date payment is received to 30 June 2026.
2. Eligibility Requirements	1. All new Partner applications are subject to approval by the Company. 2. To be eligible as an Education Partner, the following requirements must be met: i. a self-accrediting institution with university status recognised by the Tertiary Education Quality and Standard Agency (TEQSA) with a physical campus in the City of Gold Coast local government area which is operational; or ii. a registered provider of education (being a registered school, registered training organisation or an English Language School) which meets National English Language Intensive Course for Overseas Students ELICOS standards and is CRICOS registered (if offering courses to international students) with a physical campus in the City of Gold Coast local government area which is operational; or iii. an organisation that provides education programs, courses or certificates to students or provides bridging pathways for further education with a physical campus in the City of Gold Coast local government area which is operational. 2. All new Education Partner applicants are required to submit references from two separate Education Providers along with

	their application, and approval may be subject to consultation with the relevant regulatory bodies. 3. Partners must not be under investigation from a statutory authority or government department as a Partnership requirement.
3. Value and Payment	1. All Partnership pricing listed in the Industry Partnership Prospectus dated 2025/2026 and is GST inclusive. 2. Pro-rata fees will be re-adjusted on a quarterly basis for newly joining Industry Partner(s) or existing partners upgrading to additional elective packages during the valid term. To participate in <i>This Is Gold Coast</i>, Partners must have financial year payment as a Business Events Partner with no pro-rata option available. 3. To receive continuing Partner benefits, fees must be paid by 31 July 2025. 4. A Partner shall not be entitled to industry partnership services or benefits if any sum of money remains unpaid for forty-one (41) days after a claim for payment has been made in writing addressed to the Partner. 5. A 50% surcharge applies to all Partnership fees for businesses located within a 40km zone outside the City of Gold Coast local government area. Businesses located beyond this 40km zone of the City of Gold Coast local government area may be ineligible to become EGC Industry Partners.
6. Changes to Partner Packages	1. The Company reserves the right to: - accept or decline any payment or application for any reason at its discretion. All applicable funds received will be returned without interest, penalty, expense or deduction and this Agreement shall thereafter be of no further force or effect. - revise the rates of Partnership at any time during the period of the Partnership, and - allocate at its discretion, a category of Partnership. 2. Each trading entity will be required to join the Company as an individual Partner in their own right. This applies to multiple trading entities owned by a parent entity. Subsequent businesses under the same ownership/management are eligible for a 25% discount on base and elective packages. Discount applies to the business with the lower industry partnership level.
7. Conditions of Partnership	1. Partners must notify the Company in writing of any change of ownership, address, email address, contact names, and any other information relevant to their partnership. The Company will not be held responsible for lost opportunities due to non-current contact details.
8. Insurance	1. All Partners who host guests through a familiarisation or event are required to hold the appropriate level of public liability insurance, as well as any other legally required licensing for their business, and must be able to provide a copy of these documents upon request.

9. Termination	1. The Company may terminate this agreement with immediate effect by giving you written notice if you: i. Commit a material breach of any term of this agreement, ii. You take any step or action in connection with entering administration, liquidation of any arrangement with creditor or having a receiver appointed or any analogous procedure in the relevant jurisdiction, iii. You suspend or cease to carry on all or a substantial part of your business, iv. You undergo a change of control v. You commit a crime, vi. You become involved in any situation or activity (including social media) which: - In our opinion has (or likely to have) a negative impact on our reputation or any aspect of our business, or - Would expose us to disrepute, or - Reflects unfavourably on our reputation.
10. Compliance with laws	1. All Partners agree to comply with the Company's Code of Conduct, which outlines expected standards of integrity, professional behaviour, and legal compliance. By entering into this agreement, the Partner acknowledges and agrees to the following: i. Compliance with Laws: Partner shall at all times conduct business in full compliance with all applicable laws, regulations, and industry standards. ii. Ethical Business Practices: Partner shall act with integrity, honesty, and transparency in all dealings its clients, and other partners. iii. Non-Discrimination and Respect: Partners shall foster an inclusive and respectful environment and shall not engage in harassment, discrimination, or abusive behaviour of any kind. iv. Anti-Bribery and Anti-Corruption: Partners must not offer, give, solicit, or receive bribes or any improper advantage. v. Confidentiality and Data Protection: Partners shall safeguard all confidential information and comply with applicable data privacy laws. vi. Misrepresentation: Partners must not misrepresent themselves or its products and services under any circumstances. 2. Failure to adhere to these Terms and Conditions or the Code of Conduct may result in suspension or termination of the Partnership, at the Company's sole discretion, without liability.
11. Promotion and Marketing	1. A Partner will only receive a basic website business listing on The Company's Industry Partner Directory. Tourism Partners are encouraged to create a profile with the Australian Tourism Data Warehouse (ATDW), a central content tourism platform that distributes listings to sites like our EGC visitor site, Queensland.com, Australia.com, and more. There is currently no cost to create an ATDW profile.

	- Partnership does not guarantee your inclusion in the Company's marketing material. - The Company will not endorse Partner products to other Industry Partners.
12. Assignment	A Partner cannot assign or transfer any of its rights under this agreement.
13. Variation	The Company's Directors may by ordinary resolution, revise these Terms and Conditions from time to time. The revised terms will be circulated to you as they are updated.
14. General	- Nothing in this agreement is intended to or shall be deemed to establish joint venture between parties. - Each party confirms it is acting on its own behalf and for the benefit of the other person.