



Manufacturers of Excellence Program 2024 Terms and Conditions

Program Purpose and Logistics

1. The purpose of the Manufacturers of Excellence Program 2024 (Program) and associated Events is to showcase manufacturing businesses from the Moreton Bay region in a collaborative, learning, capability & capacity building program.
2. The Program does not provide businesses with an introduction to City of Moreton Bay or any other event collaborators for the purposes of securing procurement opportunities.
3. City of Moreton Bay (the Organiser) provides no commitment to businesses for activities or engagements other than the delivery of the Program and associated Events.
4. All non-program activities and discussions are independent to the Program and Events and are not the responsibility of the Organiser.
5. Businesses agree to contribute the total cost of the business participants' travel, accommodation, and incidentals costs if this application is approved by the Organiser.
6. Businesses agree to enter into an agreement directly with their chosen travel providers associated with arriving and departing all Events associated with the Program.
7. Businesses acknowledge and agree that the Organiser has no responsibility, liability and will not provide any reimbursement for non-payment of the participant businesses' travel, accommodation, and incidental costs to any provider.

Expression of Interest (EOI)

8. The EOI period commences Wednesday 24 January 2024 and ends on Thursday 29 February 2024.
9. Late EOIs will not be accepted. Only one EOI per business will be accepted by completing the online EOI Form.
10. Information about the EOI and how to submit an EOI form part of these terms and conditions. Submission of an EOI constitutes acceptance of these terms and conditions.
11. These terms and conditions may be amended at the discretion of the Organiser. Any updated terms and conditions will be posted on www.moretonbay.qld.gov.au/MEP24. Applicants are advised to check the webpage for any amendments.

12. EOI's are open to those aged 18 years or older as at the date of EOI.
13. Businesses must provide all mandatory information as requested on the EOI form and must be physically operating within the Moreton Bay region with a physical head office located in the Moreton Bay Local Government Area as defined under the [Local Government Act 2009 \(s8\(2\)\)](#) and that pays rates and/or leases.
14. By submitting an EOI, businesses warrant that:
 - a) the details contained in the EOI are true and correct;
 - b) they are authorised to accept and comply with these terms and conditions;
 - c) any information they provide in support of the EOI to the Organiser will not infringe the rights of any third parties.
15. Businesses who are successful from the EOI process must be available to attend and showcase at Australian Manufacturing Week 2024 in Sydney during 17-19 April 2024.
16. Employees of the Organiser that have a material interest in a business are ineligible to submit an EOI.

Shortlisting

17. An expert panel with at least two representatives from City of Moreton Bay will be selected by the Organiser.
18. The panel will review all EOIs and select the final attending businesses based on key criteria and these businesses will be notified of their selection **by Friday 1 March 2024**.
19. The selection process is at the expert panel's sole and absolute discretion.
20. The expert panel may disqualify any EOI which the expert panel deems to be an ineligible EOI.

Privacy

21. The Organiser collects business and personal information in order to conduct the Program.
22. Personal information of participants will be handled in accordance with the *Information Privacy Act 2009* (Qld) and City of Moreton Bay's Information Privacy Plan which is available at: mbrc.qld.gov.au/privacy.
23. The Organiser may disclose business information provided by businesses for the purposes of the Program, including but not limited to:
 - a) the EOI short listing process;
 - b) attracting targeted attendees to attend the Events; and
 - c) in-kind event sponsorship with Program partners.
24. Information provided and disclosed in relation to the Program is at the discretion of the business.
25. The Organiser does not guarantee confidentiality of any information presented at the Events associated with the Program. Businesses should exclude sensitive or confidential information from the information that they are willing to share in the public domain.

Organiser's Rights

26. The Organiser's decision is final, and no correspondence will be entered into regarding the outcome of the EOI process.
27. If the Program is not capable of being conducted as reasonably anticipated or is impacted in any way due to a reason beyond the Organiser's reasonable control, the Organiser reserves the right, subject to the requirements of any relevant permit authorities for the Events, to:
- a) cancel, terminate, modify or suspend the Program and Events participation, where the Organiser deems appropriate; or
 - b) disqualify any EOI.
28. The Organiser shall not be liable for any damage, loss, or injury suffered by reason of the EOI process and/or participation in the Program or associated Events.
29. The Organiser excludes liability for loss of income, loss of opportunity, personal injury, and damage to property, whether direct or indirect, consequential or foreseeable due to some negligent act or omission or otherwise.
30. The Organiser accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected EOIs whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
31. The Organiser has no control over telephone communications, networks, or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction, or otherwise. The Organiser is not liable for any consequences of user error including (without limitation) costs incurred.

Conduct

32. Businesses are expected to behave in a professional and appropriate manner at the associated Events throughout the Program.
33. The Organiser reserves the right to refuse entry or remove a participating business from the associated Events throughout the Program if their behaviour is deemed inappropriate, disruptive or unacceptable to the Organiser.

Publicity and Promotional Activities

34. Businesses participating at the associated Events throughout the Program agree to participate in all promotional activity (including publicity, photography, filming and recording) requested by the Organiser and Program partners.
35. Businesses consent to the Organiser using their business name and image in promotional materials including the Organiser's various media platforms without acknowledgement and without being entitled to remuneration or compensation.
36. If an image of a business is published on Council's website, it will be published under a Creative Commons Attribution Licence, which allows any person to lawfully share, adapt or re-use the image, including for commercial purposes.

General

37. These terms and conditions shall be governed in accordance with the laws in force in Queensland.

38. If any of these terms and conditions is deemed invalid or unenforceable, all or part of that provision will be severed from these terms and conditions and will not affect the enforceability of the remaining provisions of these terms and conditions.
39. No waiver of any terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under these terms and conditions shall not constitute a waiver of such right.
40. Council reserves the right to amend these terms and conditions at any time.