



Regional Events Fund Terms and Conditions – Destination Kaikōura

1. Definitions

1.1. Definitions: In this agreement unless the context otherwise requires:

1.1.1. **Applicant** means the entity applying for funding from Destination Kaikōura.

1.1.2 **Application** means the Applicant's response set out in the Regional Events Fund Funding Application, to which the Regional Event Fund Application Guidelines and these terms and conditions apply.

1.1.3 **Destination Kaikōura** means Kaikōura Regional Tourism Organisation & is part of KITI (Kaikōura Information & Tourism Incorporated).

1.1.4 **Funding Agreement** means the contract entered into with the Applicant detailing the agreement between Destination Kaikōura and the Applicant.

1.1.5 **REF** means the Regional Events Fund that Destination Kaikōura oversees and allocates subject to these terms and conditions and the terms and conditions in the Funding Agreement.

2. Funding

2.1. Destination Kaikōura allocation of funding of REF will be run in discretion with our Canterbury & West Coast International Marketing Alliance Panel, and MBIE.

2.2. The REF is capped funding. Destination Kaikōura is not obligated to grant the entirety of the REF in any year and may carry over unallocated amounts to future years.

2.3 These terms and conditions are to be read alongside the Application to which these terms and conditions are attached and the terms and conditions contained in the Funding Agreement entered into by an Applicant following completion of a successful application and will form part of that agreement.

3. Application process

3.1. The application submitted by an Applicant must be in a form acceptable to Destination Kaikōura. Applications not in an acceptable form may be rejected.

3.2. Each applicant must disclose all matters likely to be material to Destination Kaikōura's consideration of its application or which might have a bearing on the outcomes to be delivered from the funding

3.3. Destination Kaikōura at its sole discretion, reserves the right to:

3.3.1. Change the criteria, parameters, date, timeline, or any other aspect of the funding Application or application process;

3.3.2. Waive any application requirements;

3.3.3. Reject any application;

3.3.4. Require applicants to supply additional information;

3.3.5. Suspend or cancel the investment process in whole or in part;

3.3.6. Impose conditions on the approval or payment of Destination Kaikōura's funding and

3.3.7. Seek independent advice and/or cross reference any information provided by the Applicant.

3.4. Destination Kaikōura may carry out due diligence in respect of an Application as reasonably required by Destination Kaikōura which may include appropriate checks and the Applicant consents to Destination Kaikōura making such enquiries.

3.5. Destination Kaikōura will inform an Applicant of the success (or otherwise) of an application.

3.6. The success of an application does not mean that the Applicant is entitled to the full amount sought in the application or any specified amount or percentage of that. Destination Kaikōura will inform the Applicant of the level of funding it is prepared to contribute which will be outlined in the Funding Agreement.

3.7. No decision is binding on Destination Kaikōura until a Funding Agreement between Destination Kaikōura and the Applicant is agreed and the parties have signed and executed the agreement.

3.8. Applicants who are successful are required to work with Destination Kaikōura to include Kaikōura destination brand content.

3.9. The Applicant warrants that all information provided in relation to its application is true and correct in all material respects, at all times, and is not misleading whether by omission or otherwise.

4. Privacy

4.1. Destination Kaikōura is committed to the Applicants privacy and will comply with applicable privacy laws, including the Privacy Act 2020, to the extent possible when sharing the Applicant's information with third parties in connection with all aspects of the application process.

4.2. The Applicant acknowledges details contained in any Application may be shared with Christchurch NZ, Kaikōura District Council, Destination Kaikōura events group, the Canterbury and West Coast REF panel and/or the Ministry of Business, Innovation and Employment for the purpose of evaluating the Application, consulting with those third parties on any Application for funding and/or post-event reporting and assessment. The details that may be shared are the estimated and actual total number of event attendees, amount of contribution of REF support, estimated economic impact, Applicant name, provider & amount of any other sources of funding and estimated and actual total cost of the event.

4.3. Destination Kaikōura may publish or publicly release information in relation to the REF and specifically in relation to the funding amounts requested & approved provided such release is approved in advance by the Applicant (approval not to be unreasonably withheld).

5. Termination

5.1. Destination Kaikōura may terminate its consideration of, or reject, an application at any time prior to a Funding Agreement being signed and executed.

5.2. Destination Kaikōura is not required to give a reason where it terminates or rejects an application.

6. Conflicts and disclosure

6.1. The applicant agrees to include details of any potential conflict of interest in the application, in particular (but not limited to), whether any Destination Kaikōura or Kaikōura District Council, employee, director, member, or their immediate families have any interest or involvement in the event and any other matters that may compromise Destination Kaikōura's ability to make a decision or that may bring the process into disrepute. Failure to disclose a conflict will result in immediate termination of an application or Funding Agreement.

6.2. All Applicants must disclose to Destination Kaikōura any other central government or local government funding sources, including any sources where the Applicant has lodged an application for funding and whether or not that funding has been confirmed. Further the Applicant must disclose any corporate or commercial sponsorship arrangements irrespective of whether the sponsorship arrangement includes direct funding or in-kind support.

6.3. Applicants must not directly or indirectly seek to influence Destination Kaikōura's funding decisions in any improper or unethical manner (or in any way which might have the appearance of being so), nor attempt to solicit or garner non-public information from Destination Kaikōura which might give an unfair advantage in the application process.

7. General

7.1. **Confidentiality:** Except as required by law, and subject to these terms and conditions, both parties shall preserve as confidential any information of a confidential nature that they acquire in relation to the other.

7.2. **Dispute resolution:** Should a dispute arise in relation to the interpretation of these terms and conditions the Applicant must notify Destination Kaikōura in writing, detailing the problem. Destination Kaikōura will determine whether there is any dispute to resolve and will inform the Applicant of its decision in writing, and if there is a dispute to resolve, then the process that will be followed.

7.3. **Severability:** If any part of these terms and conditions is held by any court to be illegal, void or unenforceable, such determination shall



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not impair the enforceability of the remaining parts of these terms and conditions.

7.4 Jurisdiction: These terms and conditions are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

8. Timelines of funding

8.1 If application is approved, details to be agreed at funding agreement stage.

9. Change in circumstances

9.1 If circumstances or information changes after making an application, or after the awarding of funding, the applicant must immediately notify Destination Kaikōura.

10. Force majeure

10.1 Neither party will be liable to the other party to the extent a Force Majeure Event prevents (or will prevent) a party (**Affected Party**) from performing or complying with any of its obligations under the proposed Agreement.

10.2 The Affected party is required to notify the other party of the Force Majeure Event as soon as reasonably possible and take all reasonable steps to minimise any loss, damage or delay resulting from any Force Majeure Event.