



Mackenzie Region

New Zealand

Mackenzie Regional Event Fund Terms and Conditions

1. Definitions

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

1.1.1. Applicant means the person, persons, or entity applying for funding from Mackenzie District Council and may also be referred to as the Organiser.

1.1.2. The Mackenzie Regional Events Fund is administered by Mackenzie District Council. The fund is a central government Covid-19 response initiative to support domestic tourism via events

1.1.3. Investment Agreement means the contract entered with the Applicant detailing the agreement between Mackenzie District Council and the Applicant.

1.1.4. REF means the regional events fund that oversees and allocates subject to these terms and conditions and the terms and conditions in the Investment Agreement.

2. Funding

2.1. Mackenzie District Council maintains and runs the Mackenzie REF in its sole discretion.

2.2. The REF is capped funding. Mackenzie District Council 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 terms and conditions contained in the Investment Agreement entered into by an Applicant or Organiser 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 Mackenzie District Council . Applications not in an acceptable form may be rejected.

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

3.3. Mackenzie District Council at its sole discretion, reserves the right to:

3.3.1. Change the criteria, parameters, date, timeline, or any other aspect of the Investment 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 Mackenzie District Council investment (i.e. a requirement to successfully obtain a level of private investment or generate a certain number of entries for an event); and

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

3.4. Mackenzie District Council may carry out due diligence in respect of an application. This may include due diligence on Applicants, organisations, or personnel involved. It may extend to financial due diligence and relevant track records either as part of the application assessment process or as part of any subsequent contract negotiation. By making an application, the Applicant consents to Mackenzie District Council making due enquiries with third parties in this regard and agrees to provide access to referees where requested by Mackenzie District Council.

3.5. Mackenzie District Council 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.-Mackenzie District Council will inform the Applicant of the level of funding it is prepared to contribute which will be outlined in the Investment Agreement.

3.7. No decision is binding on Mackenzie District Council until an Investment Agreement between Mackenzie District Council 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 Mackenzie District Council to include Mackenzie destination brand content. As part of the application, the Applicant should provide an integrated marketing plan focusing on event and destination promotion which the Applicant can work in conjunction with Mackenzie District

Council to develop and optimise if successful.

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. Mackenzie District Council is committed to the Applicant's 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. The Applicant acknowledges that their data may be shared for the purpose of evaluating their application.

4.2. Mackenzie District Council may share details contained in any application or agreement with the Ministry of Business, Innovation and Employment (MBIE) who are administering the funds on behalf of central government

4.3. Mackenzie District Council may publish or publicly release information in relation to the REF and specifically in relation to the funding amounts requested.

4.4. Mackenzie District Council is governed by the Local Government Official Information and Meetings Act 1987. Mackenzie District Council is committed to being transparent about its activities and major events investments and as such may publish investment and ratepayer contribution to events. Further, Mackenzie District Council may publicly disclose its financial and other involvement in and/or contribution to any/all events in its Events Portfolio at its sole discretion.

4.5. By submitting an application, the Applicant acknowledges that the information in their application may be disclosed publicly, or to a third party, and agrees to the disclosure of such information.

5. Termination

5.1. Mackenzie District Council may terminate its consideration of, or reject, an application at any time prior to an Investment Agreement being signed and executed.

5.2. Mackenzie District Council 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 Mackenzie District Council, employee, contractor, director, member, or their immediate families have any interest or involvement in the event and any other matters that may compromise Mackenzie District Council'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 Investment Agreement.

6.2. All Applicants must disclose to Mackenzie District Council 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 Mackenzie District Council'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 Mackenzie District Council 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 Mackenzie District Council in writing, detailing the problem. -Mackenzie District Council 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 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.