

Market Accelerator Program



Market Accelerator Program 2025-26 Terms and Conditions



Contents

Overview.....	2
Program Terms and Conditions.....	2
1.1 Reservation of rights	2
1.2 No relationship	3
1.3 No action.....	3
1.4 Non-exhaustive	4
1.5 Disclaimer	4
1.6 Intellectual property.....	4
1.7 Law.....	4
1.8 Communications with the media	4

Overview

(a) Trade and Investment Queensland's (TIQ) Market Accelerator Program (the Program) is a competitive, application-based grant program designed to provide Queensland small and medium-sized enterprises (SME) with financial support to manage the challenges associated with complex export transactions.

(b) The objectives of the Program are to:

- (i) build an export pathway for emerging, new-to-export, growing and experienced exporters to respond to complex international export challenges;
- (ii) provide additional support to bolster export capabilities, accelerate growth and build resilience and leverage off investment opportunities that may arise from the project; and
- (iii) continue to grow sustainable export opportunities, resulting in an expansion into other export channels both in-market and in neighbouring markets and leading to greater outcomes for Queensland.

(c) The Program provides matched funding of up to \$30,000 (excluding GST) to emerging, new-to-export and growing and experienced exporters to respond to global opportunities and expand into new export markets. The Program is aimed at applicants experiencing growth who wish to accelerate their export journey.

Program Terms and Conditions

1.1 Reservation of rights

(a) Despite any provision of these Terms and Conditions to the contrary, TIQ reserves the right to administer the Program and conduct the process for the assessment and approval of applications to the Program in such manner as it thinks fit, in its absolute discretion.

(b) Without limiting paragraph (a), TIQ retains all rights and powers to make all decisions and actions to achieve the Program objectives and TIQ reserves the right, in its absolute discretion and at any time, to:

- (i) change the structure, procedures, nature, scope, or timing of, or alter the terms of participation in the process or overall Program (including submission and compliance of applications), where in such circumstances notice will be provided to applicants;
- (ii) consider or accept, or refuse to consider or accept, any application which is lodged other than in accordance with these Terms and Conditions or is lodged after the relevant date for lodgement, or which does not contain the information required by these Terms and Conditions or is otherwise, non-conforming in any respect;
- (iii) vary or amend the eligibility;
- (iv) take into account any information from its own and other sources (including other government agencies and other advisors);
- (v) accept or reject any application, having regard to these Terms and Conditions, the eligibility, or any other item, matter or thing which TIQ considers relevant, including the limitations on the funds available for the Program;
- (vi) give preference by allocating weighting to any one or more of the eligibility criteria or over other criteria;

- (vii) conduct due diligence investigations in respect of any applicant and subject applications to due diligence, technical, financial and economic appraisals;
- (viii) require an applicant to clarify or substantiate any claims, assumptions or commitment contained in an application or provide any additional information;
- (ix) terminate the further participation of any applicant in the application process.
- (x) terminate or reinstate the Program or any process in the Program;
- (xi) not proceed with the Program in the manner outlined in these Terms and Conditions, or at all;
- (xii) amend the nature, scope or timing of the Program;
- (xiii) allow the withdrawal of an applicant;
- (xiv) publish the names of applicants to the Program; and
- (xv) take such other action as it considers in its absolute discretion appropriate in relation to the Program processes.

1.2 No relationship

(a) TIQ's obligations in connection with the application process are limited to those expressly stated in these Terms and Conditions.

(b) An applicant, or its representatives:

- (i) has no authority or power, and must not purport to have the authority or power to bind TIQ, or make representations on behalf of TIQ;
- (ii) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the applicant is for any purpose an employee, agent, partner or joint ventures with TIQ;
- (iii) must not represent to any person that TIQ is a party to the proposed project other than as a potential provider of grant funds, subject to the application process detailed in these Terms and Conditions.

1.3 No action

(a) To the extent permitted by law, no applicant will have any claim of any kind whatsoever against TIQ (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:

- (i) any costs, expenses, losses, or liabilities suffered or incurred by the applicant in preparing and submitting its application (including any amendments, requests for further information by TIQ, attendance at meetings or involvement in discussions) or otherwise in connection with the Program;
- (ii) TIQ at any time exercising or failing to exercise, in its absolute discretion, any rights it has under or in connection with the Program;
- (iii) any of the matters or things relevant to its application or the Program in respect of which the applicant must satisfy itself under these Terms and Conditions.

(b) Without limiting paragraph (a), if TIQ cancels or varies the Program at any time or does not select any applicant following its assessment of the applications, no applicant will have any claim against TIQ arising from or in connection with any costs, expenses, losses or liabilities incurred by the applicant in preparing and submitting its application or otherwise in connection with or in relation to (whether directly or indirectly) the Program.

(c) For the avoidance of doubt, each applicant:

(i) participates in the Program at its own risk; and

(ii) is wholly responsible for its costs of applying for, participating in, or otherwise in connection with the Program.

1.4 Non-exhaustive

(a) These Terms and Conditions do not contain all the information that applicants may require in reaching decisions in relation to whether or not to submit an application. Applicants must form their own views as to what information is relevant to such decisions.

(b) Applicants must make their own independent investigations of the information contained or referred to in these Terms and Conditions. Applicants must obtain their own independent legal, financial, tax and other advice in relation to information in these Terms and Conditions, or otherwise made available to them, during the application process.

1.5 Disclaimer

(a) TIQ makes no warranty or representation express or implied and does not assume any duty of care to the applicants that the information in these Terms and Conditions or supplied in connection with the Program is accurate, adequate, current, suitable or complete, or that the Information has been independently verified.

(b) TIQ accepts no responsibility whether arising from negligence or otherwise (except a liability that cannot lawfully be excluded) for any reliance placed upon the Information or interpretations placed on the Information by applicants.

1.6 Intellectual property

(a) Any intellectual property rights that may exist in an application will remain the property of an applicant or the rightful owner of those intellectual property rights. Any part of an application considered to contain intellectual property rights should be clearly identified by the applicant.

1.7 Jurisdiction

These Terms and Conditions are governed by the laws applicable in Queensland.

1.8 Communications with the media

All media enquiries or public announcements relating to the Program will be coordinated and handled by TIQ's media team & Communication team, contactable via email (tiqmedia@tiq.qld.gov.au).

Applicants must seek and obtain TIQ's approval before contacting or responding to the media in connection with successful or unsuccessful applications for funding support under or in connection with the Program, and comply with TIQ's requirements about the form, content, timing and manner of any proposed media statement or event. Where possible, all media and communications will be undertaken jointly with successful applicants.

Applicants acknowledge that TIQ intends to publicly disclose the names of successful applicants, general details about projects funded (including the amount of funding granted), and the anticipated and realised outcomes of funded projects (such as jobs creation benefits). This information may be disclosed by TIQ to its Shareholding Minister, for use in Ministerial media announcements.

1.9 Information privacy

TIQ is committed to handling personal information in accordance with the *Information Privacy Act 2009* (Qld) and the Queensland Privacy Principles (QPPs).

Applicants may request access to and/or correction of their personal information. Applicants can complain to us if they consider we have breached our obligations to manage their personal information. All enquiries regarding how TIQ handles personal information should be made to privacy@tiq.qld.gov.au or at PO Box 12400, Brisbane Queensland 4003.



Trade and Investment Queensland

Level 10, 1 William Street,
Brisbane QLD 4000 AUSTRALIA

TIQ.QLD.GOV.AU

