

New Leaders Summit 2023

Sponsorship Prospectus



Major Summit Sponsor

BHP

Presenting Partner

 **Fortescue.**



Introducing AusIMM

AusIMM is the peak body and trusted voice for people working in the resources sector. We shape careers, develop leaders, create communities and uphold industry standards. As we celebrate our 130th anniversary in 2023, we are proud to represent 15,000 members from 100 countries and lead the way for all people working in the global resources industry.

AusIMM is renowned for delivering world class professional development including technical summits, leadership events, online courses, webinars and digital resources to help upskill industry professionals and support their career progression.





Summit Overview

The New Leaders Summit is a signature leadership event in AusIMM's annual calendar designed specifically for students and young resources professionals. The Summit provides an exclusive opportunity to learn from and engage with renowned mining leaders, hear enlightening presentations and discuss topics impacting new professionals' careers in the resources industry.

From 26 – 27 September 2023, the New Leaders Summit will be hosted in Adelaide, South Australia for the first time. The two-day summit program, with over 200 attendees will explore topics including career pathways, career growth strategies, future of mining, diversity and inclusion and much more.

Key highlights of the 2023 program include high profile keynote speakers, industry panel sessions, case studies by resources professionals, abstracts presented by students and new professionals and an exciting Networking Function for our young delegates to meet industry professionals.

With an engaged and captive audience of young resources professionals, AusIMM offers companies the opportunity to become involved in the New Leaders Summit as a valued sponsor or partner. Receive exceptional opportunities to gain premium brand exposure through AusIMM's channels, connect with summit delegates and showcase your products and services to the next generation of resources professionals.

"The development of the next generation of mining professionals is crucial for the future of the resources sector. AusIMM is committed to supporting young people to build a career in mining by providing skills, knowledge and connections that will help facilitate a long-term and meaningful career."



Stephen Durkin FAusIMM
AusIMM CEO



Why get involved?



Leadership

Align your brand with AusIMM's premium leadership event for students and young resources professionals



Awareness

Elevate the awareness of your organisation through direct exposure to a young and engaged audience



Recruitment

Identify and connect with new talent suited to graduate, vacation and permanent work



Showcase

Demonstrate your company's unique offering through our summit program, Networking Function Display Space and/or content opportunities



2022 campaign results

**2023 sponsors could expect higher levels of brand exposure.*



5,000+
website views



8
news posts
published



8
eDMs sent to over 4,000
contacts with open rates
between 24-50%



1
media release
developed



13
social posts were
published by AusIMM



22
social media posts from
the AusIMM community
tagging #newleaders



2,800
average impressions per post



1,763
post clicks

Sponsorship opportunities at a glance

Summit packages		
Major Summit Sponsor SOLD Exclusive opportunity	Presenting Partner SOLD Exclusive opportunity	Principal Sponsor \$10,000
Engagement		
Summit App SOLD Exclusive opportunity	Charging Station \$4,000 Exclusive opportunity	Lunch Sponsor \$2,500 each One (1) opportunity
Coffee Cart and Breaks \$2,500 each One (1) opportunity		
Summit materials		
Name Badge and Lanyard SOLD Exclusive opportunity	Summit Proceedings SOLD Exclusive opportunity	
Networking Function - Display spaces		
Display space (double 6m x 2m) SOLD Limited opportunities	Display space (single 3m x 2m) SOLD Limited opportunities	

All prices are quoted in Australian dollars and are inclusive of the Australian Goods and Services (GST) tax.



Principal Sponsor

\$10,000

As the Principal Sponsor for the New Leaders Summit 2023, receive brand exposure via the summit website, and onsite connect with a captive audience to generate new leads and business opportunities via the summit app.

Registration

- Five (5) complimentary delegate registrations, including tickets to Networking Function.

Networking function

- One (1) double complimentary shell scheme display stand (6m x 2m, with Networking function display entitlements) in the Networking function hall.

Company branding and promotion

- Your company logo listed as the Principal sponsor on signage onsite.
- Verbal acknowledgement of your sponsorship by the Summit Chair during the summit.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.

- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app.

Business development opportunities

- Access to the delegate contact exchange via the summit app – scan the QR code to obtain a delegate's digital business card. Contacts can be exported into your database.
- Opportunity to create a lead capture questionnaire available onsite through the AusIMM summit app.

Engagement

Lunch Sponsor

\$2,500

One (1) opportunity

Opportunity to showcase your brand during an essential summit activity that brings all delegates together.

Your company is entitled to sponsor lunch on one (1) of the following days:

Day 1 – Tuesday 26 September

Day 2 – Wednesday 27 September

Registration

- Two (2) complimentary delegate registrations, including a ticket to Networking Function.

Company branding and promotion

- Your logo featured on signage for the lunch/es, co-branded with summit hosts.
- One (1) push notification before each lunch to acknowledge your support (total of two for exclusive package). This will be sent via the summit app.
- Your company logo featured on the summit program.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app for each package (ie. one flyer if both days are chosen).

Coffee Cart and Break Sponsor

\$2,500

One (1) opportunity

During breaks, students and new professionals will gather to get coffee and network, making it a perfect opportunity to get your brand in front of summit attendees. This package includes all morning and afternoon tea breaks throughout the summit.

Registration

- Two (2) complimentary delegate registrations, including tickets to Networking Function.

Company branding and promotion

- Your company logo on attached signage to the coffee machine.
- Opportunity to supply branded cups (sponsor to provide).
- Opportunity to provide a pull-up banner to sit beside the coffee machine.
- Your company logo featured on the summit program in alignment with your sponsored morning and afternoon tea breaks.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app.



Summit App Sponsor

SOLD

Exclusive opportunity

The summit app is frequently referred to throughout the summit, and is used for:

- connecting delegates, sponsors and exhibitors.
- viewing the summit program, speaker profiles and proceedings.
- keeping up to date with notifications and important announcements.

Registration

- Two (2) complimentary delegate registrations, including a ticket to Networking Function.

Company branding and promotion

- Your company logo displayed alongside the hosts logo in a prominent position on the summit app.
- One (1) push notification acknowledging your support, sent via the summit app.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app.

Charging Station Sponsor

\$4,000

Exclusive opportunity

Power delegate's smartphones, tablets and laptops with a branded charging station. A necessity for delegates attending an event, the charging station is utilised throughout the summit, providing your company with a unique opportunity to gain brand exposure.

Registration

- Two (2) complimentary delegate registrations, including tickets to Networking Function.

Company branding and promotion

- One (1) branded charging station featuring your company logo located in a premier position in the Networking function display hall.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app.



Summit materials

Name Badge and Lanyard Sponsor

SOLD

Exclusive opportunity

Name badges and lanyards are worn by delegates for the duration of the summit, providing your company with fantastic brand exposure.

Registration

- Two (2) complimentary delegate registrations, including tickets to the Networking Function.

Summit name badge and lanyard

- Your company logo on the summit name badge and lanyards.

Company branding and promotion

- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- One (1) promotional PDF flyer to be included in the eSatchel on the summit app.

Summit Proceedings Sponsor

SOLD

Exclusive opportunity

A digital collection of abstract submissions, the summit proceedings are a valuable reference document for delegates.

Your branding will be featured on the downloadable eBook supplied to delegates both pre and post-summit.

Registration

- One (1) complimentary delegate registration, including a ticket to the Networking Function.

Company branding and promotion

- Your company logo displayed on the eBook proceedings front cover.
- One (1) full page advertisement in the eBook proceedings.
- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.

Networking Function

Taking inspiration from AusIMM's successful Student Meets Industry Night (SMI) the New Leaders Summit welcomes the opportunity to connect organisations with Students, Graduates & New Professionals. This is a wonderful opportunity to promote your organisation through the use of Display Spaces (Limited to 13 Single or Double) alongside the distribution of flyers & marketing collateral. The Networking Function is the only opportunity to interact with New Leaders Summit delegates from across Australia. The event will feature a beverage package and canapes from 6 - 8pm.

Specification	Full Registrations	Price
Display space (double 6m x 2m) Limited opportunities	Four (4) complimentary delegate registrations, including tickets to Networking Function.	SOLD
Display space (single 3m x 2m) Limited opportunities	Two (2) complimentary delegate registrations, including tickets to Networking Function.	SOLD

Display space

Your Display space includes the following features:

- **Walls:** polished aluminium frame with white melamine infill panels.
- **Fascia:** all open aisle frontages include a fascia sign consisting of your company name and stand number. Computer cut vinyl and standard lettering (maximum 30 characters).
- **Lighting:** two (2) track spotlights per 9 sqm (lights are mounted on the inside of the front fascia).
- **Power:** one (1) single power point per stand (regardless of booth dimensions). Power point is positioned in the rear corner of the stand with a table and (2) chairs.

Company branding and promotion

- Your company logo on the summit website, including a link to your company homepage.
- Your company logo featured on the summit app.

Business development opportunities

- Access to the delegate contact exchange via the summit app – scan the QR code to obtain a delegate's digital business card. Contacts can be exported into your database.
- Opportunity to create a lead capture questionnaire through the AusIMM summit app.

Additional registrations

Additional passes can be purchased for staff to attend onsite:

- Full registration including attendance at sessions, and Networking Function \$1,200 inc GST.
- Networking function display only attendance, does not include access to sessions but does include the Networking Function \$550 inc GST.

Additional equipment

Additional equipment can be ordered through the Networking function display contractor. Upon booking, your details will be forwarded to the Networking function company and they will contact you directly.

Floorplan

Booths will be allocated in order of receipt by AusIMM and payment must be received in full to secure your booth placement.

Booking form

CONTACT DETAILS – Person/s responsible for sponsorship liaison

Title – Please circle (Prof / Dr / Mr / Mrs / Miss / Ms)

First Name _____ Last Name _____

Organisation _____

Position _____

Address _____ City _____

State _____ Postcode _____ Country _____

Telephone _____ Mobile _____

Email _____ Website _____

SPONSORSHIP – Please select level of sponsorship: (Please indicate)

Principal Sponsor \$10,000

Coffee Cart and Break Sponsor \$2,500

Lunch Sponsor \$2,500

Charging Station Sponsor \$4,000

Name Badge and Lanyard Sponsor \$5,000 exclusive

Summit App Sponsor \$5,000

Summit Proceedings Sponsor \$3,000

Networking Function Display

Display space (double 6 x 2m) \$3,500

Display space (single 3 x 2m) \$2,000

BOOTH NUMBER PREFERENCE 1 _____ 2 _____ 3 _____ 4 _____

I agree to the terms and conditions outlined in this prospectus.

Date: _____ Signature: _____

PAYMENT AND COMPANY LOGO (IN HIGH RESOLUTION JPG & EPS PRINT FORMAT) MUST BE RECEIVED WITH YOUR COMPLETED FORM

Sponsorship Total \$ _____

METHOD OF PAYMENT: PLEASE SELECT YOUR METHOD OF PAYMENT AND EVENT MANAGEMENT WILL SEND YOU AN INVOICE FOR EFT TRANSFER OR A CREDIT CARD PAYMENT LINK

Credit Card

Invoice

SPONSORSHIP AND NETWORKING FUNCTION DISPLAY BOOKINGS ARE NOT CONFIRMED UNTIL PAYMENT HAS BEEN MADE IN FULL

PLEASE RETURN COMPLETED FORM TO EVENT MANAGEMENT:

AusIMM New Leaders Summit, PO Box 660, Carlton South, Victoria, Australia 3053
ABN 59 836 002 494 | Telephone: +61 3 9658 6120 | Email: summit@ausimm.com

Contact

Telephone: +61 3 9658 6120 | Email: tbyrne@ausimm.com

ausimm.com/summits-and-events/new-leaders/

AusIMM Sponsor Terms and Conditions

These terms and conditions (Terms) together with any Commercial Terms, (together the Agreement) establishes the terms and conditions on which the sponsor set out in the Commercial Terms (Sponsor, you and your) agrees to pay the Sponsorship Fees and perform other duties in exchange for the Sponsor Benefits granted by Australasian Institute of Mining and Metallurgy (ABN 59 836 002 949) of 204 Lygon Street, Carlton VIC 3053 (AusIMM) in respect of the relevant event or conference set out in the Commercial Terms (Event).

1. Commercial Terms and Agreement Formation

- 1.1 This Agreement applies to you if: (a) you have received or otherwise accessed a Sponsorship Prospectus and submitted a Booking Form to AusIMM (whether in person, by post, by email, through AusIMM's website or any other means made available by AusIMM) and AusIMM has confirmed in writing (including electronically) to accept you as a Sponsor for the Event; or (b) you have contacted AusIMM to sponsor an Event and AusIMM have confirmed in writing (including electronically) your acceptance as a Sponsor and provided you with these Terms.
- 1.2 The commercial details of the Event will be set out in the Commercial Terms and the Commercial Terms are taken to be incorporated into this Agreement.
- 1.3 To the extent of any conflict or inconsistency between these Terms and any Commercial Terms, these Terms prevail over any Commercial Terms to the extent of the conflict or inconsistency, unless under the Commercial Terms the parties expressly agree in writing that a specific conflicting or inconsistent term or condition in these Terms is to be replaced by a specific term or condition in the Commercial Term.

2. Exclusivity and Term

- 2.1 This Agreement commences on the date that AusIMM accepts you as a Sponsor under clause 1.1 and continues until completion of the Event, unless terminated earlier in accordance with this Agreement.
- 2.2 Unless expressly stated in the Commercial Terms, the Sponsor will not be the exclusive Sponsor (of their industry, sector or otherwise) at an Event and all Sponsorship Benefits are provided on a non-exclusive basis.

3. Sponsorship Benefits and Sponsor Obligations

- 3.1 Subject to payment of the Sponsorship Fee and the Sponsor complying with the terms and conditions of this Agreement, AusIMM will provide the Sponsor with the Sponsorship Benefits.
- 3.2 The Sponsor must comply with all applicable laws, conditions, rules, regulations and standards as well as any reasonable procedure, direction or instruction provided by AusIMM, the Health Department, the Metropolitan Fire Brigade, any other relevant Government department, the manager or owner of the venue where the Event is held (Venue Operator) and/or the online provider hosting the Event (Online Operator).

3.3 The Sponsor must: (a) for the duration of the Term, insure against losses and damages which are the result of the act, fault or negligence of the Sponsor and which relate to this Agreement, including, public liability, personal injury, and property damage up to a minimum level of (ten million dollars) \$10,000,000 (such insurance to cover the full replacement value of the contents of the Sponsor's and all associated equipment and materials); and (b) on request from AusIMM, provide AusIMM with a certificate of currency evidencing the insurances referred to in this clause.

3.4 The Sponsor must: (a) not erect any sign, stand, wall or obstruction, which in the opinion of AusIMM or its representative, interferes with an adjoining sponsor; (b) not damage any walls or floors or ceiling of the exhibition area in which her/his stand is located or by nails, screws, oil, paint or any other cause whatsoever; and (c) ensure all of its property, materials and packaging is promptly removed from the venue at the end of the Event (and the Sponsor acknowledges that AusIMM is not responsible for providing storage space at the venue).

3.5 The Sponsor is responsible for the safety of the Sponsor's products, displays, stands and other materials. During the move-in or move-out period of the Event and the Sponsor's products, displays, stands and other material should be not left unattended at any time.

3.6 The Sponsor may only conduct competitions, run trade promotions or offer prizes with the prior written consent of AusIMM. If AusIMM does provide consent for the Sponsor to run a competition or conduct a trade promotion in connection with the Event, the Sponsor must: (a) provide competition terms and conditions; (b) comply with all applicable laws including the Privacy Act 1988 (Cth); (c) ensure that all applicable permits are obtained; and provide the prizes.

3.7 The Sponsor must not conduct any workshops, social functions, online chat groups or the like during the Event, without written consent from AusIMM.

3.8 The Sponsors' nametags and online registration details (as applicable) will be issued to the Sponsor and the relevant number of staff as set out in the Commercial Details. These are transferable, subject to notice to AusIMM. Nametags must be worn at all times during the Event.

3.9 AusIMM will not provide delegate contact information or personal information to the Sponsor prior to, during or post the Event. If the Sponsor separately and independently collects any personal information directly from a delegate, the Sponsor must: (a) only collect such personal information with the knowledge and consent of the delegate; and (b) must handle such personal information in accordance with the Privacy Act 1988 (Cth).

3.10 The Sponsor must ensure that any materials or content submitted or otherwise published or displayed as part of the Event (in person, online or in any other format): (a) is submitted by the relevant deadline for publication, display or broadcast and complies with any format or design guidelines communicated by AusIMM or its representative; (b) does not infringe the Intellectual Property Rights or other rights of a third party; (c) is truthful and accurate and does not include any false or misleading statements; (d) is not defamatory, obscene, discriminatory, unlawful and does not bring AusIMM into disrepute; and complies with: (e) all applicable laws, including: (i) the Competition and Consumer Act 2010 (Cth); (ii) the Advertiser Code of Ethics of the Australian Association of National Advertisers Standards of The Advertising Standards Council, all other relevant regulatory bodies; and (iii) any terms or conditions of the Online Operator.

4. Sponsorship Fees and GST

- 4.1 In consideration of the rights granted to the Sponsor under this Agreement, the Sponsor must pay to AusIMM the Sponsor Fee.
- 4.2 AusIMM will provide the Sponsor with a tax invoice in respect of a Sponsorship Fee prior to an Event to which a Sponsorship Fee relates.
- 4.3 The Sponsor must pay AusIMM the total Sponsorship Fee for the relevant Event, and GST payable with respect of the Sponsorship Fee, within 30 days of the date of the invoice.

5. Intellectual Property Rights

- 5.1 A party's Intellectual Property Rights (First Party) will remain the property of the First Party and the other party (Other Party) acknowledges that nothing in the Agreement will be construed as transferring title in or ownership of any First Party's Intellectual Property Rights to the Other Party.
- 5.2 Subject to prior written approval from the Sponsor and compliance with the Sponsor's style guide, the Sponsor grants to AusIMM an non-exclusive, non-transferable worldwide and revocable licence to use the Sponsor's logo, trademarks and other materials and Intellectual Property Rights provided or otherwise made available to AusIMM for the purpose of: (a) providing the Sponsorship Benefits to the Sponsor; and (b) marketing, promoting and conducting the Event, in a manner consistent with this Agreement. AusIMM must stop using or otherwise referring to the Sponsor's Intellectual Property Rights (including its name, logo or trademarks) on expiration or mutually agreed termination of the Agreement.
- 5.3 AusIMM grants to the Sponsor an non-exclusive, non-transferable, worldwide and revocable licence to use the AusIMM's logo, trademarks and other materials and Intellectual Property Rights provided or otherwise made available to the Sponsor for the purpose of: (a) obtaining the Sponsorship Benefits; and (b) marketing and promoting its attendance at and attending the Event, in a manner consistent with this Agreement. The Sponsor must stop using or otherwise referring to AusIMM's Intellectual Property Rights (including its name, logo or trademarks) on expiration or mutually agreed termination of the Agreement.

6. Warranties and Indemnities

6.1 Each party to this Agreement warrants that: (a) it has full power and authority to enter into and perform its obligations under this Agreement; (b) it has obtained all necessary approvals, consents and authorisations to enter into and perform its obligations under this Agreement; (c) this Agreement imposes binding obligations on the party in accordance with its terms; and (d) it is not the subject of an Insolvent Event.

6.2 Not used

7. Limitation of Liability

7.1 Nothing in this Agreement is to be read as excluding, restricting or modifying the application of any legislation which by law cannot be excluded, restricted or modified.

7.2 The liability of AusIMM for breach of a guarantee implied by the Competition and Consumer Act 2010 (other than a guarantee under sections 51, 52 or 53 of the Australian Consumer Law) in relation to the supply of goods or services not of a kind ordinarily acquired for personal domestic or household use or consumption, is limited, at AusIMM's option, to: (a) in the case of goods – the replacement of the goods, the supply of equivalent goods, the payment of the cost of replacing the goods or the payment of the cost of acquiring equivalent goods; or (b) in the case of services – the supply of the services again or the payment of the cost of having the services supplied again.

7.3 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party will be liable to the other party for any: (a) consequential, indirect or special losses or damages of any kind (including loss or damage which arises naturally, according to the usual course of things, from the relevant breach of contract or tortious duty or other relevant act or omission); or (b) loss of profit or revenue, loss of goodwill, loss or corruption of data, business interruption or indirect costs, suffered by the other party as a result of any act or omission whatsoever of the party, its employees, agents or sub-contractors (including negligence) connected with this Agreement.

7.4 To the fullest extent permitted by law, a party's total maximum liability to the other party for any Claims sustained, incurred or suffered by the other party arising under or in connection with this Agreement, the provision of the Sponsorship Benefits or the delivery of the Event, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited for all Claims in aggregate to an amount equal to the Sponsorship Fees.

8. Confidentiality

The parties must keep confidential and secure all confidential information belonging to the other party (disclosing party), including (without limitation) the terms of this Agreement, and all business and financial information relating to the other party, except with the prior written consent of the disclosing party or where disclosure is required by law, in which case disclosure must be only to the extent required by law. This clause will survive the expiry of termination of this Agreement.

9. Termination

Termination for Convenience

9.1 AusIMM may without cause terminate this Agreement upon 45 days' notice to the Sponsor. If this Agreement is terminated by AusIMM pursuant to this clause 9.1, then AusIMM will promptly refund to the Sponsor the full amount of the relevant Sponsorship Fee received. The Sponsor will not be entitled to any further moneys from AusIMM or have any other claim against AusIMM in respect of the termination.

Cancellation

9.2 Subject to clause 10, AusIMM may cancel an Event upon 45 days' notice to the Sponsor prior to the relevant Event Commencement Date.

Termination for Cause

9.3 Either party may terminate this Agreement in whole or in part by written notice to the other party if: (a) the other party breaches any of the provisions of this Agreement and fails to rectify such breach, if capable of remedy, within 30 days of being required in writing to do so; (b) the other party commits a material breach of this Agreement which is not capable of being remedied; (c) the other party commits repeated breaches of any of the provisions of this Agreement; (d) the other party is undergoing an Insolvency Event; and/or (e) the other party suffers a Force Majeure Event for 60 days in succession or longer.

Termination by AusIMM

9.4 Either party (the Terminating Party) may terminate this Agreement (in whole or in part) immediately upon written notice to the other party if, in its sole discretion, it determines that there is an ethical or reputational concern in respect of the other party which may have, or has had, a negative impact upon AusIMM or any Event the subject of this Agreement. In such event, AusIMM agrees to reimburse any monies paid by the Sponsor towards Sponsorship Fees for an Event which has not yet occurred. Terminating Party will not be liable for reimbursing the Sponsor for any other costs incurred by the Sponsor in respect of any Event the subject of this Agreement, including, but not limited to, the costs of any advertising or promotional material produced by the Sponsor for any such Event.

Effect of termination

9.5 Termination of this Agreement for any reason shall not affect any rights and obligations of the Sponsor or AusIMM which have accrued as the date of the termination.

9.6 On termination of this Agreement, each party (Receiving Party) must hand over to the other party (Disclosing Party) all materials produced by the Disclosing Party and any other property of the Disclosing Party that are or ought to be in the Receiving Party's possession, custody or control or destroy such materials if requested by the Disclosing Party and subject to applicable laws.

The following clauses survive the expiry or termination of this Agreement: clause 5 (Intellectual Property) 6 (Warranties and Indemnities) 7 (Limitation of Liability), 8 (Confidentially) and 12 (General).

10. Cancellation, Postponement and Format Change

Cancellation of an Event

10.1 If an Event is cancelled by AusIMM, in whole or in part, including as a result of a Force Majeure Event, then AusIMM will promptly notify the Sponsor and will refund to the Sponsor the full amount of the relevant Sponsorship Fee received if the whole Event is cancelled, or a pro rata amount of the Sponsorship Fee received in the event of part cancellation. The Sponsor will not be entitled to any further moneys from AusIMM or have any other claim against AusIMM in respect of any cancellation.

Postponement of an Event or Format Change

10.2 If an Event, in whole or in part, is postponed or the format of the Event is changed from an in-person Event to an online Event or partial online Event, AusIMM will promptly notify the Sponsor of the details of the postponement or format change. The Sponsor will be entitled to a full refund of the Sponsorship Fees, unless such are held in credit by AusIMM to be used towards another AusIMM activity, at the Sponsor's option. The Sponsor will not be entitled to payment of any other moneys or have any other claim against AusIMM in respect of any postponement or format change required to protect AusIMM's legitimate business interests.

No Refunds

10.3 If the Sponsor does not take advantage of all or any of the Sponsorship Benefits specified in the Commercial Terms Schedule, it will not be entitled to a refund of, or to withhold payment of, any of the moneys payable by the Sponsor under this Agreement.

11. Cancellation by Sponsor and Refunds

11.1 If the Sponsor wishes to cancel its sponsorship such cancellations of sponsorship must be received in writing by email only to conference@ausimm.com and a partial refund will only be provided by AusIMM as set out in clause 11.2.

- 11.2 Subject to receiving written notice in accordance with clause 11.1 AusIMM will issue a partial refunds of the Sponsorship Fee as follows: (a) where the Sponsor provides more than six (6) months prior written notice of the cancellation before the Event Commencement Date – 75% refund of the Sponsorship Fee (less 25% administration fee); (b) where the Sponsor provides between (6) months and three (3) prior written notice of the cancellation before the Event Commencement Date – 50% refund of the Sponsorship Fee (less 50% administration fee); and (c) where the Sponsor provides less than three (3) months prior written notice of the cancellation before the Event Commencement Date – No refund of the Sponsorship Fee will be issued by AusIMM.

12. General

- 12.1 This Agreement is governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.
- 12.2 AusIMM may engage such sub-contractors as AusIMM considers necessary for the performance of its obligations under this Agreement. Subject to the terms of this Agreement, AusIMM will remain responsible for the acts and omissions of any sub-contractor.
- 12.3 Except where expressly provided, no party to this Agreement has the power to obligate or bind any other party.
- 12.4 Nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture, agency or employee, employer or representative relationship between the Sponsor and AusIMM.
- 12.5 AusIMM may cancel or suspend the performance of the Sponsorship Benefits and/or the delivery of the Event if there is a Force Majeure Event until such time as the Force Majeure Event has ceased. AusIMM will not be in breach of this Agreement if it does so. For the avoidance of doubt, the Sponsor is not entitled to make a Claim against AusIMM, and AusIMM will not be liable to the Sponsor, in connection with a Force Majeure Event.
- 12.6 These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria.
- 12.7 If a court determines that any provision of these Terms is invalid or not enforceable, that provision shall be read down or severed to the extent of the invalidity or unenforceability only, without affecting the remaining provisions of these Terms.
- 12.8 This Agreement may only be varied by a document executed by the parties.
- 12.9 This Agreement constitutes the entire agreement between the parties about the subject matter contained in it; and supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation relating to the subject matter contained in it, that was imposed, given or made by a party (or an agent of the party) prior to entering into this Agreement.
- 12.10 All notices to be given to or demands to be made upon any party to the Agreement must be in writing and may be delivered in person or sent by email to the current business address of the party

13. Definitions

In this Agreement, unless expressed or implied to the contrary:

Booking Form means a sponsor booking form attached to a Sponsorship Prospectus, provided to the Sponsor by AusIMM or available on AusIMM's website.

Claims includes actions, proceedings, suits, causes of action, arbitrations, verdicts and judgements either at law or in equity or arising under a statute, debts, dues, demands, claims of any nature, costs and expenses.

Commercial Terms means any commercial terms applicable to the sponsorship of the Event, set out in a Booking Form, a Sponsorship Prospectus or as otherwise agreed by the parties.

Event means an AusIMM event, conference or course which may be delivered in person, online or a hybrid format as further described in the Commercial Terms.

Event Commencement Date means the date the Event is to commence as set out in the Commercial Terms.

Intellectual Property Rights means all and any patents, patent applications, trade marks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Force Majeure Event includes any:

(a) lightning strike, severe storm, earthquake, natural disaster, landslide, bushfire, mudslide or tsunami; (b) sabotage, vandalism, malicious damage, riot or a 'terrorist act' as defined in the Terrorism Insurance Act 2003 (Cth); (c) explosion, flood or fire; (d) war (declared or undeclared), civil war, insurrection, invasion, rebellion, revolution, military action or usurped power, martial law, act of public enemy or embargo; (e) ionising radiation, radioactive contamination, nuclear contamination or toxic, chemical or biological contamination; (f) epidemic, pandemic or public health emergency, or any resulting governmental action including work stoppages, mandatory business, service or workplace closures, full or partial lockdowns of affected areas, quarantines, border closures and travel restrictions, and any other event that is beyond the reasonable control of a party, was not caused by an act or omission of the party, and could not have been prevented, avoided, mitigated, remedied or overcome by the party taking steps a prudent and reasonable person would have taken in the circumstances.

Loss means any damage, liability (whether actual, contingent or prospective), action, loss, charge, cost or expense.

Sponsorship Benefits means the sponsorship benefits set out in the Commercial Terms.

Sponsorship Fee means the fee for the Sponsorship Benefits set out in Commercial Terms.

Sponsorship Prospectus means an sponsorship prospectus for an Event.

Insolvency Event means when either party is unable to pay its debts when they fall due.