

AusIMM's New Professionals Network 2024

Partnership opportunities



AusIMM's New Professionals Network 2024

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. In 2024, we proudly represent more than 15,000 members from 100 countries and lead the way for professionals working in the global resources industry.

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

AusIMM's New Professionals Network

AusIMM's New Professionals Network (NPN) is the premier community for professionals in the first five years of their career in the resources industry.

Through year-round dedicated networking events and tailored professional development opportunities, AusIMM's New Professionals Network connects young professionals and supports their professional and personal journey at this crucial career stage.

The New Professionals Network is represented by NPN Ambassadors across six states. They are joined by over 2,400 members, primarily under 28 years old, working in all disciplines of mining.

In 2024, the NPN will host an exciting series of events both in person and online, tailored to the needs of young professionals. From networking events with industry experts to gain a deeper understanding of the industry; special new professional events at AusIMM conferences; leadership forums with peers at a similar career stage; to mentoring, mine site visits and much more, this expanding calendar of events is proving invaluable for those building their career in the mining industry.

Opportunities to support the New Professionals Network

We invite your organisation to become a partner of the AusIMM's New Professionals Network and support this vibrant and inclusive community of new professionals looking to build their career in the resources sector.

Support AusIMM in providing meaningful professional opportunities and demonstrate your organisation's commitment to the future of the resources sector.





Partner with us

AusIMM invites your organisation to become a partner of the AusIMM's New Professionals Network to support young professionals at the commencement of their mining career. Align your brand with AusIMM and demonstrate your organisation's commitment to supporting the careers of the new generation of mining professionals through purposeful professional development and meaningful connections.



Leadership

Align with AusIMM to showcase your organisation's leadership and support for new professionals and build a strong reputation with the mining community.



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 and internship programs, vacation and permanent job opportunities.



Showcase

Demonstrate your organisation's unique offering as a Signature Partner, Major Partner or Event Sponsor at one of our New Professionals Network signature events.

New Professionals Network 2024

Signature Events

Industry Insight Symposiums

Emerging leaders and industry luminaries will converge at the Industry Insight Symposiums. Through this exciting learning format, attendees will engage with a panel of seasoned industry leaders, who will discuss their career journey through the rapidly expanding resources sector. The event also features a keynote address from a distinguished speaker offering valuable perspectives on the industry's current trends and challenges. Afterwards, attendees can enjoy relaxed networking with these business leaders. With symposiums held in Brisbane, Perth, Sydney, Adelaide and Melbourne, this series promises to be unique and enriching.

This is an ideal opportunity for Partners to showcase their thought leadership, by providing an industry expert to speak about and profile their brand to a highly engaged audience seeking career growth.

Coffee Connections

The Coffee Connections series is a thoughtfully curated breakfast gathering, spearheaded by our regional NPN Ambassadors. Convened in person, New Professionals Network members will cultivate connections and engage in insightful discussions.

Attendees can enjoy breakfast and coffee in a stylish city venue while meeting with fellow young professionals to expand their network and share industry stories.

While this event is strictly for new professionals, there is an opportunity for Partners to showcase their organisation in a number of ways, including recognition in the welcome address, a looping video that will play in the background and the sponsorship of branded coffee cups.

Mining Minds Mixer

Collaborate with the New Professionals Network and a local AusIMM Branch to host an exclusive Mining Minds Mixer. Held in a speed-dating format, this mixer enables emerging leaders to connect easily with seasoned professionals for short and inspiring conversations to help inform their career path.

This event is particularly well suited to Partners who are looking to recruit graduates.

Industry Connect Virtual Forums

Support an exceptional and accessible series that caters to FIFO workers and individuals in regional areas. This event showcases thought-provoking keynote addresses from respected industry leaders, delivering invaluable insights into the latest trends and challenges within the field.

Providing a unique blend of knowledge-sharing and virtual networking, this online series serves as an essential platform for those eager to excel in the ever-evolving resources sector, irrespective of their geographical location or work schedule.

For Partners, this virtual forum presents an excellent opportunity to reach individuals who might not be able to attend in person. Profile your brand and keep your organisation top of mind with new professionals through title slides, recognition in the event introduction and the option of providing a five minute address.

2024 Event Calendar

Event	Date
Industry Insight Symposium Brisbane	February 2024
Coffee Connections Perth Mining Minds Mixer Adelaide Industry Connect Virtual Forum National online	March 2024
Industry Insight Symposium Melbourne	April 2024
Coffee Connection Brisbane Coffee Connection Mt Isa Coffee Connection Townsville Coffee Connection Adelaide Industry Connect Virtual Forum National online	May 2024
Industry Insight Symposium Perth Sydney Adelaide	June 2024
Industry Connect Virtual Forum National online	July 2024
Mining Minds Mixer Brisbane	August 2024
Industry Insight Symposium Perth New Leaders Summit Brisbane	September 2024
Industry Insight Symposium Adelaide	October 2024
Mining Minds Mixer Tasmania Coffee Connection Cobar Coffee Connection Townsville Industry Connect Virtual Forum Perth Mining Minds Mixer National online	November 2024



New Professionals Network Partnership packages

We invite your organisation to become a partner of AusIMM's New Professionals Network in 2024.

A range of partnership packages and event sponsorship opportunities are available to suit your objectives and budgets.

Partnership packages		
<p>Signature Partner \$18,000 per year Two remaining opportunities</p>	<p>Major Partner \$10,000 per year Five opportunities</p>	<p>Individual Event Sponsor \$4,000 per event Sponsor individual or multiple events</p>
<p>As the Signature Partner, showcase your organisation's support for the new generation of mining professionals across all New Professionals Network events and communications in 2024.</p>	<p>As the 2024 New Professionals Network Major Partner, demonstrate your organisation's support of the future workforce across a selection of events and activities.</p>	<p>Take the opportunity to showcase your organisation to new professionals by sponsoring an individual event that best aligns with your company's expertise, leadership and/or goals.</p>

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

Partnership packages

	Signature Partner \$18,000 per year (two remaining opportunities)	Major Partner \$10,000 per year (Five opportunities available)	Individual Event Sponsor \$4,000 per event (Multiple opportunities available)
Opportunity to nominate an NPN ambassador to champion your organisation among the new professionals.	✓	✓	
Short video showcasing your organisation's support of the future workforce, featuring your chosen New Professionals Network Ambassador. (*)	✓		
One (1) feature article (800 words) showcasing a new professional or an initiative supporting the new generation in your organisation, shared through AusIMM's digital channels.	✓		
Premier brand exposure on the NPN website	✓		
Your company (logo) acknowledged on the New Professionals Network webpage and New Professionals Network eDMs	✓		
Company tagged in social media posts mentioning AusIMM New Professionals Network.	✓	✓	

* Includes company acknowledgment. Filming to occur at an AusIMM event.

Partnership packages

	Signature Partner \$18,000 per year (two remaining opportunities)	Major Partner \$10,000 per year (Five opportunities available)	Individual Event Sponsor \$4,000 per event (Multiple opportunities available)
Mention in event recap article on the AusIMM website (for your specific event/s)	✓	✓	✓
Verbal acknowledgement of your partnership by the NPN Ambassador at each of your event/s.	✓	✓	✓
Complimentary tickets for NPN events	Five (5) tickets per NPN event	Three (3) tickets per NPN event	Three (3) tickets for your sponsored event
Speaking presentation opportunities at an event of your choice (as per theme alignment).	One keynote speaker & one panel opportunity	One keynote speaker	One keynote speaker
Co-branded event invitations	✓	✓	✓
Your company logo included in the PowerPoint loop shown throughout event	✓	✓	✓
Recognition in digital post-event report.	✓	✓	✓

Elevate your impact and reach a broader audience by combining a New Professionals Network sponsorship with a dynamic New Leaders Summit 2024 sponsorship. Please contact Tilley Byrne - tbyrne@ausimm.com for custom rates.

2024 Booking form

CONTACT DETAILS – PERSON/S RESPONSIBLE FOR PARTNERSHIP LIAISON

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

First Name _____ Last Name _____

Organisation _____

Position _____

Address _____ City _____

State _____ Postcode _____ Country _____

Telephone _____ Mobile _____

Email _____

NEW PROFESSIONALS NETWORK – PLEASE SELECT LEVEL OF PARTNERSHIP: (PLEASE INDICATE)

Signature Partner - \$18,000 per year

Major Partner - \$10,000 per year

Individual Event Sponsor - \$4,000 per event

Event name and preferred location _____

Prices include GST

PAYMENT

Partnership Total \$ _____

METHOD OF PAYMENT: (NOTE: ALL PARTNERSHIP BOOKINGS MUST INCLUDE PAYMENT WITH THIS FORM)

Visa

MasterCard

American Express

Invoice

Please include account-mailing address for Amex amounts over \$1000.

Card No: _____ Expiry Date: ____ / ____ CVN: _____

Signature: _____ Cardholder's name: _____

PLEASE RETURN COMPLETED FORM & REQUEST COMPANY INVOICES FROM

Tilley Byrne, Manager, Member Engagement & Relationships, AusIMM

tbyrne@ausimm.com

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 not transferable and online access codes must not be shared. Nametags must be worn at all times during the Event. AusIMM reserves the right to charge the Sponsor or the relevant individual an additional full registration fee for transferring or sharing physical name tags or individual online access to 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 The Sponsor grants to AusIMM a non-exclusive, worldwide, sublicensable and irrevocable licence to use the Sponsors 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; (b) marketing, promoting and conducting the Event in a manner consistent with this Agreement; and post Event activities such as post Event reports.
- 5.3 Any proposed use of AusIMM's Intellectual Property Rights (including its name, logo or any trade mark) by the Sponsor must be first approved by AusIMM in writing and in the event that AusIMM provides its consent, the Sponsor agrees that it will adhere to AusIMM's brand guidelines (if any) provided to the Sponsor. The Sponsor must stop using or otherwise referring to AusIMM's Intellectual Property Rights (including its name, logo or Trade Marks) on expiration or 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 The Sponsor indemnifies AusIMM (its directors, officers, employees and personnel) against any damage, liability (whether actual, contingent or prospective), action, loss, charge, cost or expense, incurred in connection with: (a) any breach of any obligation under this Agreement; (b) any wilful, negligent or wrongful act or omission of the Sponsor (or its employees, servants, agents and representatives); (c) any Claims that the materials, consent, logos or trademarks provided by the Sponsor infringe the Intellectual Property Rights or other rights of a third party.

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, AusIMM will not be liable to the Sponsor for any: (a) consequential, indirect or special losses or damages of any kind (which means loss or damage which does not arise 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 Sponsor as a result of any act or omission whatsoever of AusIMM, its employees, agents or sub-contractors (including negligence) connected with this Agreement or the provision of the Sponsorship Benefits.
- 7.4 To the fullest extent permitted by law, and without limiting the application of the provisions of this clause 7, AusIMM's total maximum liability to the Sponsor for any Claims sustained, incurred or suffered by the Sponsor (a Sponsor Claim) 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 Sponsorship 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 AusIMM may terminate this Agreement (in whole or in part) immediately upon written notice to the Sponsor if, in its sole discretion, it determines that there is an ethical or reputational concern in respect of the Sponsor 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. AusIMM 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 (Confidentiality) 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, 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 is postponed or the format of the Event in whole or in part is changed (for example, from an in-person Event to an online Event or partial online Event) in order to protect AusIMM's legitimate business interests, then AusIMM will promptly notify the Sponsor of the details of the postponed Event or postponed day and of the rescheduled Event or day or format change for the Event (as applicable). The Sponsor will not be entitled to any refund or 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 refund 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.