GRX27 Sponsor and exhibitor terms and conditions

These terms and conditions (Terms), together with the Commercial Terms, form the agreement (Agreement) between the organisation or entity identified in the Commercial Terms (Sponsor, you and your), the Australasian Institute of Mining and Metallurgy (ABN 59 836 002 494) of 204 Lygon Street, Carlton VIC 3053 (AusIMM), and Austmine Limited (ABN 77 008 657 887) (Austmine) for the event identified in the Commercial Terms (Event).

For GRX27, AusIMM and Austmine are the contracting entities for sponsorship and exhibition arrangements. GRX27 is jointly delivered by AusIMM and Austmine. GRX27 is not a separate legal entity. AusIMM is the Invoicing Party unless the Commercial Terms identify Austmine as the Invoicing Party.

In this Agreement, Sponsor is an umbrella contractual term covering an organisation or entity that books sponsorship, exhibition space or entitlements, or a package combining both, whether described commercially as a sponsor, exhibitor or both. These Terms do not form a binding Agreement until acceptance under clause 1.1 and apply whether the Event is delivered in person, online, in a hybrid format or otherwise.

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, Austmine or an authorised representative of either of them (whether in person, by post, by email, through an event website or any other means made available by AusIMM or Austmine), and AusIMM, Austmine or an authorised representative has confirmed in writing (including electronically) Your acceptance as a Sponsor for the Event; or

(b) You have contacted AusIMM, Austmine or an authorised representative of either of them to sponsor an Event and AusIMM, Austmine or an authorised representative has 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.

1.4 The Sponsor must comply with the separate GRX27 Event Code of Conduct.

2. Exclusivity and term

2.1 This Agreement commences on the date that AusIMM, Austmine or an authorised representative 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 has no exclusive rights in relation to an industry, sector, sponsorship category, exhibition category or otherwise, and all Sponsorship Benefits are provided on a non-exclusive basis.

3. Sponsorship benefits and sponsor obligations

3.1 Subject to the Sponsor providing the Sponsorship Fee specified in the Commercial Terms and complying with the terms and conditions of this Agreement, AusIMM and Austmine 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, Austmine, 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 stand and all associated equipment and materials); and (b) on request from AusIMM or Austmine, provide the requesting party 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, Austmine or an authorised representative of either of them, interferes with an adjoining sponsor; (b) not damage any walls, floors or ceilings of the exhibition area in which its stand is located by nails, screws, oil, paint or any other cause whatsoever; and (c) ensure all of its property, materials and packaging are promptly removed from the venue at the end of the Event (and the Sponsor acknowledges that AusIMM and Austmine are not responsible for providing storage space at the venue).

3.5 The Sponsor is responsible for the safety and security of the Sponsor's products, displays, stands and other materials. During move-in and move-out, the Sponsor must take reasonable precautions to secure those items and must not leave valuable, hazardous or readily removable items unattended.

3.6 The Sponsor may only conduct competitions, run trade promotions or offer prizes with the prior written consent of AusIMM or Austmine. If AusIMM or Austmine 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 or Austmine.

3.8 Neither AusIMM nor Austmine will provide delegate contact information or personal information to the Sponsor prior to, during or after the Event, except where the delegate has consented to that disclosure or the disclosure is otherwise permitted by applicable privacy laws and the relevant organisation's privacy policy. 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) handle such personal information in accordance with the Privacy Act 1988 (Cth).

3.9 For GRX27, the Sponsor acknowledges that AusIMM and Austmine may disclose relevant Sponsor, exhibitor, attendee, registration and Event-related information to each other for purposes reasonably connected with GRX27, including event administration, operational delivery, stakeholder reporting, networking, marketing, evaluation, post-event follow-up and promotion of GRX27 or related future events and activities. AusIMM and Austmine will each handle personal information in accordance with their respective applicable written privacy policies and applicable privacy laws.

By participating in GRX27, sponsors, exhibitors and their representatives acknowledge that personal information will be handled in accordance with the respective privacy policies of AusIMM and Austmine:

AusIMM Privacy Policy | https://www.ausimm.com/privacy-policy/
Austmine Privacy Policy | https://www.austmine.com.au/Public/ContentAreas/Privacy-Policy.aspx

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) are submitted by the relevant deadline for publication, display or broadcast and comply with any format or design guidelines communicated by AusIMM, Austmine or an authorised representative of either of them; (b) do not infringe the Intellectual Property Rights or other rights of a third party; (c) are truthful and accurate and do not include any false or misleading statements; (d) are not defamatory, obscene, discriminatory or unlawful and do not bring AusIMM or Austmine into disrepute; and (e) comply with 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, and all other relevant regulatory bodies; and (iii) any terms or conditions of the Online Operator.

3.11 The Sponsor must ensure its employees, contractors, representatives, exhibitors, speakers, guests and attendees participating under the Sponsor's entitlements comply with the separate GRX27 Event Code of Conduct.

4. Sponsorship fees and GST

4.1 In consideration of the rights granted to the Sponsor under this Agreement, the Sponsor must provide the Sponsorship Fee specified in the Commercial Terms. Any monetary Sponsorship Fee must be paid to the Invoicing Party.

4.2 Where a monetary Sponsorship Fee is payable, the Invoicing Party will provide the Sponsor with a tax invoice prior to the Event to which the Sponsorship Fee relates. No tax invoice is required where the Commercial Terms specify a nil monetary Sponsorship Fee, subject to applicable law.

4.3 The Sponsor must pay any monetary Sponsorship Fee, together with any applicable GST, to the Invoicing Party within 14 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.

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.

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 or Austmine 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 the relevant party'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.

8. Confidentiality

The parties must keep confidential and secure all confidential information belonging to another party (Disclosing Party), including (without limitation) the terms of this Agreement and all business and financial information relating to the Disclosing 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 or termination of this Agreement.

9. Termination

Termination for convenience

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

Cancellation

9.2 Subject to clause 10.1, AusIMM or Austmine may cancel an Event upon 45 days' notice to the Sponsor prior to the relevant Event Commencement Date.

Termination for cause

9.3 A party may terminate this Agreement in whole or in part by written notice to another party if:

(a) that 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) that other party commits a material breach of this Agreement which is not capable of being remedied;

(c) that other party commits repeated breaches of any of the provisions of this Agreement;

(d) that other party is undergoing an Insolvency Event; and/or

(e) that other party suffers a Force Majeure Event for 60 days in succession or longer.

Termination by AusIMM or Austmine

9.4 AusIMM or Austmine 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, Austmine or any Event the subject of this Agreement. In such event, the Invoicing Party agrees to reimburse any monetary Sponsorship Fee paid by the Sponsor for an Event which has not yet occurred. AusIMM and Austmine 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, AusIMM or Austmine which have accrued as at the date of termination.

9.6 On termination of this Agreement, each party (Receiving Party) must hand over to each other relevant 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.

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

10. Cancellation, postponement and format change

No refunds

10.1 If the Sponsor does not take advantage of all or any of the Sponsorship Benefits specified in the Commercial Terms, it will not be entitled to a refund of, or to withhold, any monetary Sponsorship Fee payable under this Agreement, and remains responsible for any in-kind contribution or other consideration specified in the Commercial Terms.

11. Cancellation by Sponsor and refunds

11.1 If the Sponsor wishes to cancel its booking, notice of cancellation must be received in writing by email only to spex@grx.au. Any refund of a monetary Sponsorship Fee will only be provided by the Invoicing Party as set out in clause 11.2. Where no monetary Sponsorship Fee has been paid, no monetary refund is payable, and the treatment of any in-kind contribution or reciprocal benefit will be determined in accordance with the Commercial Terms.

11.2 Subject to receiving written notice in accordance with clause 11.1, where a monetary Sponsorship Fee has been paid, the Invoicing Party will issue a partial refund of that monetary 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 six (6) months' and three (3) months' 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 the Invoicing Party.

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 or Austmine may engage such sub-contractors as either considers necessary for the performance of its obligations under this Agreement. Subject to the terms of this Agreement, neither AusIMM nor Austmine will be held responsible for the acts and omissions of any sub-contractor engaged by the other party.

12.3 Except where expressly provided, no party to this Agreement has the power to obligate or bind any other party.

12.4 For GRX27, AusIMM and Austmine are the contracting entities for sponsorship and exhibition arrangements. Each may exercise rights or perform functions in connection with GRX27 as contemplated by this Agreement or otherwise agreed between them. The Invoicing Party is responsible for financial administration of the Sponsor's booking.

12.5 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 or Austmine.

12.6 AusIMM or Austmine 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. Neither AusIMM nor Austmine will 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 or Austmine, and neither AusIMM nor Austmine will be liable to the Sponsor, in connection with a Force Majeure Event.

12.7 AusIMM and Austmine may each publish, promote or otherwise refer to the Event through their respective channels. Any use by the Sponsor of AusIMM's or Austmine's name, logo, trade marks or other intellectual property in connection with the Event requires prior written approval from the organisation whose intellectual property is to be used.

12.8 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.

12.9 This Agreement may only be varied by a document executed by the parties.

12.10 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.

12.11 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:

AusIMM means the Australasian Institute of Mining and Metallurgy (ABN 59 836 002 494) of 204 Lygon Street, Carlton VIC 3053, being a contracting entity for GRX27 sponsorship and exhibition arrangements with Austmine, as contemplated by these Terms.

Austmine means Austmine Limited (ABN 77 008 657 887), being a contracting entity for GRX27 sponsorship and exhibition arrangements with AusIMM, as contemplated by these Terms.

Sponsor means the organisation or entity identified in the Commercial Terms that books, receives or exchanges sponsorship, exhibition space, entitlements or other agreed benefits, or a package combining them. The term includes an exhibitor and an organisation participating under a complimentary, in-kind or reciprocal arrangement, regardless of whether it is described commercially as a sponsor, exhibitor, partner or otherwise.

Booking Form means a booking form for sponsorship, exhibition space or entitlements, or a package combining both, attached to or associated with a Sponsorship Prospectus, provided to the Sponsor by AusIMM, Austmine or an authorised representative of either of them, or available through an event website or other means made available by AusIMM or Austmine.

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 Sponsor's sponsorship, exhibition space or entitlements, or package combining both, set out in a Booking Form, a Sponsorship Prospectus or as otherwise agreed by the parties.

Event means the event, conference or course identified in the Commercial Terms, which may be delivered in person, online or in a hybrid format. For GRX27, references to the Event mean the event jointly delivered by AusIMM and Austmine.

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

Invoicing Party means AusIMM, unless the Commercial Terms expressly identify Austmine as the party responsible for invoicing and financial administration of the Sponsor's booking.

Intellectual Property Rights means all and any patents, patent applications, trademarks, 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; and
(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 all sponsorship benefits, exhibition space, exhibition entitlements, inclusions, services and other rights provided to the Sponsor as set out in the Commercial Terms.

Sponsorship Fee means any monetary fee, in-kind contribution or other consideration specified in the Commercial Terms in exchange for the Sponsorship Benefits. The Sponsorship Fee may be nil where the Commercial Terms provide for a complimentary or reciprocal arrangement.

Term, when capitalised, means the period for which this Agreement remains in effect, as described in clause 2.1.

Sponsorship Prospectus means any sponsorship, exhibition or combined sponsorship and exhibition prospectus, package guide or equivalent offer document for an Event.