

## International Mining Geology Conference 7 - 8 May 2024, Perth, Australia

### International Mining Geology Competition (“the Challenge”) - Terms & Conditions (Game of Skill)

#### General information and Terms of Entry

1. By entering this Challenge, the entrant agrees that they have read and understood the terms and conditions of this Challenge and acknowledge acceptance and agreement.
2. Information on How to Enter and the Prize form part of these Terms and Conditions.
3. The Challenge is a one day competition to be held as part of the International Mining Geology Conference 2024 (“**Conference**”).
4. The Challenge will be held on Monday, 6 May 2024 (“**Day of Competition**”) at the Perth Convention & Exhibition Centre (“**Conference Centre**”) and all entrants must attend in person to participate the Challenge.

#### Eligible Entrants

5. Entry is only open to Australian residents and internationals who have registered to attend the Conference and have turned the age of 18 years on the day of Challenge.
6. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Conference Organiser are ineligible to enter.
7. The Conference Organiser reserves the right to cancel or refuse any entries of an entrant at its sole and absolute discretion at any time if the entries or any part thereof is found to be incorrect, misleading or fraudulent. The entry fee will not be refunded in this case. .

#### Entry Method

8. Registration will close at 11:59pm on 2<sup>nd</sup> May 2024 (AEST). Acceptance of any late registration will be at the discretion of the Conference Organiser.
9. To enter the Challenge, eligible entrants must complete the following steps:
  - Register for the International Mining Geology Industry Challenge to be held in Perth, Monday, 6 May 2024.
  - Pay an entry fee of \$110 per person which fee covers the venue and catering costs during the Venue Access Hours on the Day of Competition. The entry fee will not be used towards prize money, speakers, or facilitator costs.
  - Attend the Conference Centre in person to take the Challenge on the Day of Competition at any time between 9:00 am (AWST) and 5:00 pm (AWST) (“**Venue Access Hours**”). Entrants are not required to be continuously present at the Conference Centre at all times.
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10. Only one (1) valid entry is permitted for each individual regardless of whether the entry is registered as individual entrant or part of a group entrant. For the avoidance of doubt, if an individual is registered as part of a group entrant, that individual must not separately register as an individual entrant.
11. A group entrant may be made up of between 3 to 6 individuals.
12. Entries are deemed to be received at the time of receipt by the Conference Organiser not at the time of transmission by the entrant.
13. Entries may be withdrawn by entrant at any time before 11:59pm on 2<sup>nd</sup> May 2024 (AEST) and in which case, the entry fee paid will be refunded in full.
14. All Competition final submissions must be submitted by 11:59pm (AWST) on the Day of Competition. No pre-work needs to be completed prior to the Day of Competition.

### **Cancellation and disqualification**

15. The Conference Organiser reserves the right (subject to any applicable law) to cancel, terminate, reschedule, or suspend the Challenge at any time before or on the Day of Competition.
16. In the event that the Challenge is cancelled by the Conference Organiser, entry fee will be fully refunded to the entrant.
17. Minimum entrant requirement: there must be at least either four (4) group entrants or four (4) individual entrants or four (4) group and individual entrants in combination for the Challenge to take place.
18. The Conference Organiser and the Conference Advisory Committee reserves the right, at any time, to verify the validity of entries and entrants and reserves the right, in its sole discretion, to disqualify any individual or team whom the Conference Organiser or the Conference Advisory Committee has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Challenge. Errors and omissions may be accepted at the Conference Organiser's discretion. Failure by the Conference Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. The Conference Organiser's legal rights to recover damages or other compensation from such an offender are reserved.
19. Incomplete or indecipherable entries will be deemed invalid.

### **Judging and Judging Criteria**

20. Chance plays no part in determining any winners of this Challenge.
21. The entrants acknowledge that the competition submissions, once submitted, may not be withdrawn, altered or deleted (except as and where required by the Conference Organiser or the Conference Advisory Committee).
22. Each competition submission will be individually reviewed, assessed and judged by the members of the Conference Advisory Committee, during the review period of Tuesday, 7 May 2024 to Wednesday, 8 May 2024.
23. The entrants agree and hereby give consent to the Conference Organiser to upload the competition submissions to the Conference App. All attendees of the Conference are invited to view and vote for their favourite competition submissions via the Conference App. The voting outcome via the Conference App will be taken into account by the Conference Organiser or the Conference Advisory Committee during the review process in determining a winner of the Challenge.  
The one (1) winner/team will be decided by the Conference Advisory Committee, with consideration given to the Mining Geology Conference delegates votes.

### **Winner**

24. The winner/team will be announced on at the International Mining Geology Conference on Wednesday, 8 May 2024, as part of the conference program. Notification will be sent via email, within 7 days of the announcement. The winner's details will also be published on the conference website (<https://www.ausimm.com/conferences-and-events/mining-geology/>) as well as via social media channels.
25. There will be one (1) winning team only, and the winner will be awarded a prize of AUD\$5,000 (total value).
26. All participants Challenge results will be published the conference website including participant names.

### **Prize Claim Date**

27. The Conference Organiser will facilitate the payment of the prize money to the winner, within 30 days of the winner announcement. Payment of the prize money will be processed in a single transaction, to the winner's nominated business account.
28. Should a winner not be identified and awarded, then the prize money will be returned to the competition sponsor.
29. The Conference Organiser will not be liable for any tax implications resulting from the prize winnings and the winner(s) must obtain independent tax advice to ascertain how this may affect their situation. The prize money will include Australian Goods and Services Tax of 10% within the total value, as well as any other applicable tax.
30. Entrants consent to the Conference Organiser using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this challenge (including any outcome).
31. Any costs associated with preparing and submitting a competition entry is the entrant's responsibility.
32. The Conference Organiser is the Australasian Institute of Mining and Metallurgy (AusIMM), ABN 59 836 002 494, 204 Lygon Street, Carlton VIC 3053, 03 9658 6100.

### **Limitation of Liability and Variation of Terms**

33. If any act, omission, event or circumstances occurs which is beyond the reasonable control of the Conference Organiser and which prevents the Conference Organiser from complying with these Terms and Conditions, the Conference Organiser will not be liable for any failure to perform or delay in performing its obligations.
34. The Conference Organiser and its respective officers, employees, contractors and agents will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Competition, or use of any prize, including but not limited to any breach of these Terms and Conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things even if those Damages were in the contemplation of the competition entrant and Conference Organiser.

### **Australian Consumer Laws**

The Conference Organiser and its associated agencies and affiliates make no warranties or guarantees about the merchantability, description, quality, suitability or fitness of any prize associated with the Competition and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. All other conditions and warranties, statutory or otherwise and whether express or implied, are hereby excluded to the fullest extent permitted by the applicable law. If liability under terms implied by legislation cannot be excluded, the liability of the Conference Organiser and its associated agencies and affiliates is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

### **Indemnity**

35. Entrants agree to fully indemnify and hold the Conference Organiser, its employees, agents, contractors and sub-contractors harmless from any claim, cost, demand, liability or damage (including legal costs, professional costs and other expenses on a full indemnity basis) incurred by the Conference Organiser and/or its employees, agents, contractors and sub-contractors arising out of or in connection with the competition, including, but not limited to

(i) an entrant's breach of these terms and conditions; or (ii) infringement of an entrant's intellectual property or other right of any third party.

#### **Privacy**

36. An entrant's competition entry, and any handling of their personal information, is at all times subject to the relevant [privacy collection](#) statement and the Conference Organiser's [Privacy Policy](#), as amended from time to time and accessible via the webpage: [ausimm.com/privacy-policy](http://ausimm.com/privacy-policy).
37. By entering the competition, the entrant acknowledges and agrees that their personal information (including name, title, company and email) may be provided to the Conference Organising Committee, displayed at the Conference and included in conference marketing activities (printed, online and via social channels). The Conference Organiser is not responsible for the subsequent use, disclosure or handling of an entrant's personal information by the Conference Organising Committee.