AusIMM Speaker Terms and Conditions

These terms and conditions together with the registration form (**Terms**) establishes the terms and conditions on which the Australasian Institute of Mining and Metallurgy (ABN 59 836 002 494) of 204 Lygon Street, Carlton VIC 3053 (**AusIMM**) agrees to engage you (**Speaker**, **you** or **your**) to provide, and you agree to provide the presentation (**Presentation**), including the provision of any Speaker Materials, in respect of the relevant event or conference (**Event**).

For the purposes of these Terms, **Speaker Materials** means any Presentation materials, such as an abstract, paper, PowerPoint presentation, handouts or other materials submitted to AusIMM in connection with the Presentation.

# Applicability and other terms

By applying to be a Speaker and/or submitting the Speaker Materials to AusIMM, the Speaker acknowledges that the Speaker has read, understands and accepts these Terms.

The Speaker acknowledges and agrees that these Terms apply to it whether the Event is delivered online, in person, a combination of in-person and online or any other format. For clarity, the Speaker is not entitled to provide the Presentation unless AusIMM has confirming in writing to the Speaker that the Speaker Materials have been selected and approved by AusIMM for the Event.

The Speaker acknowledges and agrees that AusIMM’s Event Terms and Conditions, privacy collection statement and Privacy Policy made available to you at the point of registration for the Event apply to the Speaker.

# Submission of Speaker Materials

The Speaker must prepare and submit the Speaker Materials in accordance with the format specified in the Author Guidelines and using the templates as specified in the registration form or as reasonably advised by AusIMM from time to time.

Any Speaker Materials submitted to AusIMM must be of original quality and not previously published. If you wish to submit non-original or pre-published Speaker Materials to AusIMM you must notify AusIMM in writing prior to, or at the time of, submission.

* 1. You agree that, to the best of your knowledge, (a) you have all authorisations, permissions, approvals, licences and consents required to submit the Speaker Materials and provide the Presentation; (b) you will not infringe the Intellectual Property Rights and moral rights of any person in providing the Presentation or the Speaker Materials; and (c) the Speaker Materials, the Presentation and the use of them will not: (i) infringe the Intellectual Property Rights or moral rights, of any person; (ii) result in a breach of law; (iii) constitute misuse of any person’s confidential or personal information; or (iv) result in the Speaker being in breach of any obligation it owes to a third party.

The Speaker authorises AusIMM to use the Speaker’s name, likeness, photograph, and biographical data submitted to AusIMM for the purposes of the Event and for publication on the AusIMM website and digital library and on OneMine

All Speaker Material will be made available to delegates before and after the Event.

# Recordings of Presentations

* 1. The Speaker permits AusIMM to: (a) make any audio or video recordings of the Presentation, Speaker Materials and/or the Speaker’s image or voice; (b) photograph the Speaker; (c) create a digital record of the Presentation, Speaker Material and/or the Speaker’s image or voice; and/or (d) create a transcript of any of the content referred to at (a) to (c) immediately above, each referred to as a **Recording**.
	2. Within a reasonable time of receiving a written request from the Speaker, AusIMM will provide you with a copy of the Recording solely for your personal and private use. If AusIMM provides you with a Recording in accordance with this clause, you agree that you are not permitted to publish the Recording or use the Recording for any commercial purposes.

# Intellectual Property Rights, warranties and indemnity

**Intellectual Property Rights** means all rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of intellectual property as defined in the *Convention Establishing the World Intellectual Property Organisation.*

AusIMM acknowledges and agrees that the Speaker Materials are at all times owned by the Speaker and these Terms do not transfer ownership in the Speaker Materials.

The Speaker grants to AusIMM a non-exclusive, royalty free, perpetual licence (with a right to sub-licence) to use, reproduce, modify and/or adapt (without substantial material impact to the content), publish (including online) and otherwise exploit the Speaker Materials for the purpose of creating conference content relating to the Event and for publication on the AusIMM website and digital library and on OneMine.

The Speaker acknowledges that AusIMM is the owner of the Recordings and the Speaker assigns all rights, title and interest (including all Intellectual Property Rights) in the Recordings (**Assigned Recording Material**). This assignment operates as an assignment of future Intellectual Property Rights to the extent that the Assigned Recording Materials are not in existence at the date the Speaker accepts these Terms.

AusIMM grants the Speaker a non-exclusive, non-transferable, royalty-free, perpetual licence to use and reproduce the Recordings for the Speaker’s personal and non-commercial use.

The Speaker warrants that, to the best of their knowledge, the use or exploitation of the Speaker Materials and the Assigned Recording Material in any manner does not, and will not, infringe any person’s rights in the Speaker Materials and the Assigned Recording Material (including Intellectual Property Rights and moral rights).

* 1. The Speaker indemnifies AusIMM (its employees and personnel) against all claims, losses, liabilities, damages, fines, expenses and costs (including legal costs), incurred by AusIMM in connection with any third party claim that the Speaker Materials or Assigned Recording Materials (or their provision or use) infringes a third party’s Intellectual Property Rights or other rights, except to the extent that such a claim arises as a result of AusIMM modifying or adapting the Speaker Materials and/or Assigned Recording Material.
	2. The Speaker provides, and will use its best endeavours to obtain from any other author of the works (or subject matter other than works) in the Speaker Materials, a genuine unconditional consent for AusIMM (and its licensees, successors and assigns) to do any act with respect to the Speaker Materials (including reproduction for the purpose of publication and communication to the public via the AusIMM website and digital library, on OneMine, or making an adaptation or adaptations for creating conference content) in such ways which, but for such consent, may constitute and infringement of moral rights of the Speaker or any other author.

# Event cancellation policy

* 1. AusIMM reserves the right at any time to: (a) change the format, participants, content, location, timing or any other aspect of the Event; (b) postpone the Event or any part of the Event; or (c) cancel the Event or any part of the Event, provided that such change, postponement or cancellation will only be actioned by AusIMM if it is reasonably required in accordance with AusIMM’s legitimate business interests, by providing written notice to you in advance of such change, postponement or cancellation (to the extent reasonably practicable).
	2. AusIMM will not be liable to you for any damages, costs, losses or expenses of any kind incurred or suffered by you are a result of or in relation to AusIMM modifying, postponing or cancelling the Event or any part of the Event.
	3. Please see AusIMM’s Event Terms and Conditions for more information, including in relation to refunds of Event fees.

# Presentation costs and expenses

* 1. If AusIMM selects your Speaker Materials and approves you to provide the Presentation, you agree that: (a) you or at least one author of the Speaker Materials must register and pay the fee to attend the Event; (b) you or at least one author of the Speaker Materials must prepare and present the Presentation; and (c) the Speaker Material may be used by AusIMM to promote the Event.
	2. If you or at least one author of the Speaker Materials fails to register and pay the fee for the Event by the date reasonably nominated by AusIMM, the Speaker Materials will be automatically withdrawn from the Event proceedings and program.
	3. You agree that you must arrange and pay for your own accommodation, travel and expenses in connection with attending the Event and providing the Presentation. You agree that AusIMM is under no obligation to pay any amounts to you in connection with the Speaker Materials or the Presentation.
	4. You may be eligible to receive a discount to attend the Event. Please refer to AusIMM’s Event Terms and Conditions for more information.

# General

* 1. 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.
	2. AusIMM, in consultation with the Event Co-Host, may amend these Terms from time to time by posting a revised version on AusIMM’s website or by otherwise notifying you in writing. You will be subject to the Terms in force at the time you apply to be a Speaker and/or submit the Speaker Materials to AusIMM, and any amendments to these Terms will not apply retrospectively.
	3. If there is a contradiction or inconsistency between these Terms and any other notices, policies, communications or documents relating to the Event then these Terms will prevail to the extent of that contradiction or inconsistency.
	4. 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.

# Contact AusIMM

If you have any queries regarding these Terms, please contact AusIMM on +61 3 9658 6100 or email conference@ausimm.com.

These Terms were last updated on 10 February 2022.