

# New Leaders Summit 2025

Partnership opportunities



Major Summit Sponsor

**BHP**



# 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.

In 2025, 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.





## Summit overview

The New Leaders Summit is a signature leadership event in AusIMM's annual calendar, designed specifically for students and new 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 3 – 4 September 2025, the New Leaders Summit will be hosted in Perth. The two-day program is set to attract over 300 attendees. The Mining Games, an adjacent AusIMM event taking place in the same week, is set to further boost numbers. Attendees will explore topics including technology and innovation, sustainability and climate, future proofing and safety.

Key highlights of the 2025 program include high profile keynote speakers, interactive workshops, dual streams, a critical minerals field trip, abstract presentations and dedicated networking opportunities.

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 delegates and showcase your products and services to the next generation of resources professionals.

*"The New Leaders Summit is the largest dedicated event for emerging mining professionals in Australia. AusIMM is committed to supporting young people to build a career in mining by providing skills, knowledge and connections that will facilitate long-term and meaningful connections."*



**Stephen Durkin FAusIMM**  
AusIMM CEO



# Summit themes



## Governance and leadership in mining

- Best practices in governance
- Ethical leadership in the mining industry
- Risk management and decision-making in mining operations



## Environmental stewardship and sustainability

- Managing environmental impact in mining
- Implementing sustainable practices throughout the mining lifecycle
- Regulatory compliance and innovation in environmental practices



## Mine planning and optimisation

- Maximising returns through advanced mine planning
- Optimising operations for improved efficiency and profitability
- Innovative approaches to mine design and resource extraction



## Supply chain and value management

- Enhancing supply chain management in mining
- Value management through the entire mining process
- Streamlining operations from extraction to market



## Integrated recovery and end-to-end planning

- Planning for multiple recovery methods on a single site
- Design considerations for end-to-end resource extraction and processing
- Circular economy principles in mining recovery



## Complexity in mining operations and commercialisation

- Managing complexity in mine sites and operations
- Derisking and commercialisation of mining ventures
- Strategic planning for mine site profitability



# 2025 APAC Mining Games

## Profile your organisation across two major events for students and new professionals.

The APAC Mining Games (APACMG) is the largest interstate event in Australia for students studying mining and mineral processing related degrees.

Over two full days, the APAC Mining Games will provide students and professionals the opportunity to meet and network with industry professionals from across the country.

The Games are traditionally accompanied by careers fairs, and conclude with an Awards Dinner.

The Games also provide the host region a chance to promote local opportunities for young mining professionals, facilitating the attraction of international and interstate talent.

“

It was great to see new leaders engaged in such thought-provoking discussions on AI and emerging technologies. The networking opportunities at the summit will truly set new leaders up for successful careers.

**Casey Tait** - Contracts Mining Engineer, Barminto

”

**1978**

Mining Games were first held

Commemorating those who lost their lives in the 1972 Sunshine Mine Disaster in Idaho, USA

Keeping traditional mining techniques alive, featuring events like track and set, muck and cart, swede saw, airleg drilling, handsteel, blast board, survey, and gold panning

**Please contact us to access bundle packages.**



# 2024 Mining Games attendees

Industry partners have the opportunity to interact with and recruit the countries' top students entering the minerals industry. Maximise your organisation's impact and exposure by partnering with us across both the New Leaders Summit and the APAC Mining Games.

## The 2024 Mining Games Sponsors



## The 2024 Mining Games had students from over 17 universities:







# Schedule at a glance

## TUESDAY 2 SEPTEMBER 2025

### Pre-summit activities

- Site visits
- Innovation challenge
- Workshops
- Welcome Reception hosted in collaboration with the Perth Branch

## WEDNESDAY 3 SEPTEMBER 2025

### Summit day 1

- Industry keynotes & interviews
- Abstract presentations
- Workshops
- Networking Reception

## THURSDAY 4 SEPTEMBER 2025

### Summit day 2

- Industry keynotes & interviews
- Industry panel
- Abstract presentations
- Workshops

## FRIDAY 5 SEPTEMBER 2025

Mining Games preparation

## SATURDAY 6 SEPTEMBER 2025

Mining Games & dinner

## SUNDAY 7 SEPTEMBER 2025

Mining Games

“

The 2024 New Leaders Summit is closely aligned with Whitehaven's longstanding commitment to empower and mentor the next generation of mining professionals, and we were delighted to have the opportunity to exchange new ideas with the talented cohort of people in attendance.

Not only is it a great forum to engage with students and early-career professionals, but the interactive workshops and networking opportunities also provide an invaluable platform for our people to collaborate and share insights with our industry peers.

**Odette Patterson** - Group Manager - Workforce Resourcing & Recruitment

”



## Why partner with us?



### Leadership

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



### Showcase

Demonstrate your organisation's unique offering through our summit program, networking function, display space and/or content opportunities



### Recruitment

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



### Awareness

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

“

As one of the world's leading underground contract mining companies, ByrneCut recognises the importance of engaging with and mentoring the next generation. The New Leaders Summit offers an invaluable opportunity to connect with talented students and early-career professionals who are eager to contribute fresh ideas and innovative solutions to the mining industry.

**Jessica Williams** - Graduate Program Advisor,  
ByrneCut

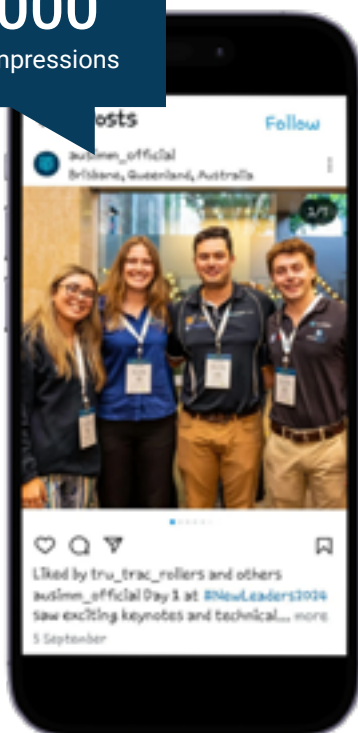
”





## 2024 campaign results

**75,000**  
organic impressions



“ NLS24 was a great experience as it is a good mix of Inspiring keynote speeches, insightful Q&A sessions and networking with industry leaders and peers. I particularly enjoyed hearing about the different journeys all the keynote speakers embarked on and how their unique experiences shaped their career path.

**Winnie Ma** - Student at The University of Queensland, SAusIMM, Member of AusIMM Southern Queensland Student Chapter ”

**95%**

of delegates would recommend the summit to others in the resources sector.



**236**  
delegates



**60%**  
of delegates were mining students



**22,301**  
website sessions



**34**  
eDMS sent to over 6000 recipients with an average open rate of 32%

The New Leaders Summit is building momentum and will deliver outstanding results in 2025.

# Sponsorship opportunities

Packages are a guide only and we are happy to discuss tailoring a package to suit your organisation.  
Please contact the AusIMM team to discuss in detail.

Summit packages		
<b>Major Summit Sponsor</b> <b>SOLD BHP</b> Exclusive opportunity	<b>Principal Sponsor</b> <b>SOLD</b> Four (4) opportunities	
Engagement and branding opportunities		
<b>Welcome Reception</b> <b>\$11,550</b> Exclusive opportunity	<b>Lunch Sponsor (both days)</b> <b>\$8,400</b> Exclusive opportunity	<b>Lunch Sponsor (one day)</b> <b>\$4,200 each</b> Two (2) opportunities
<b>Coffee Cart and Breaks (both days)</b> <b>\$7,350</b> Exclusive opportunity	<b>Coffee Cart and Breaks (one day)</b> <b>\$4,200 each</b> Two (2) opportunities	<b>Summit App</b> <b>\$6,300</b> Exclusive opportunity
<b>Charging Station</b> <b>\$5,250</b> Exclusive opportunity	<b>Hat Sponsor</b> <b>\$5,250</b> Exclusive opportunity	
Summit materials		
<b>Name Badge and Lanyard</b> <b>SOLD</b> Exclusive opportunity	<b>Note Pad and Pen</b> <b>\$2,100</b> Exclusive opportunity	<b>Summit Proceedings</b> <b>\$3,675</b> Exclusive opportunity
Networking function and display spaces		
<b>Display space (single 1m x 3m)</b> <b>SOLD</b>		

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



# Summit packages

## Principal Sponsor

**SOLD**

As the Principal Sponsor for the New Leaders Summit 2025, receive brand exposure via the summit website. 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 the Networking Function.

### Networking function

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

### Company branding and promotion

- Your company logo listed as the Principal sponsor on signage onsite.
- Your company logo featured on the summit program.
- 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

### 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 and branding opportunities

## Welcome Reception

**\$11,550**

Exclusive opportunity

As Welcome Reception Sponsor, you'll have the exclusive opportunity to profile your brand the evening before the summit commences. Engage a captive audience of emerging leaders with a short speech and further raise your brand profile with signage and merchandise. Set the stage for your company as you connect with students and graduates, who will have your brand top-of-mind.

### Registration

- Five (5) complimentary registrations to the Welcome Reception.

### Company branding and promotion

- Company logo at Welcome Reception.
- Acknowledgement in Welcome Reception email & social media promotions.
- Your company logo featured on the summit program.
- Your company logo listed as the Welcome Reception sponsor on signage onsite.
- Your company logo included in the PowerPoint sponsors loop shown throughout the summit.
- Opportunity to provide company branded merchandise to Welcome Reception attendees.
- Two minutes (max.) speech to Welcome Reception attendees.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

## Lunch Sponsor

**\$8,400**

Exclusive opportunity (both days)

OR

**\$4,200**

Two (2) opportunities (one day)

An unique 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 or both days.

Day 1 – Wednesday 3 September

Day 2 – Thursday 4 September

### Registration

- Two (2) complimentary delegate registrations, including a ticket to the Networking Function or four (4) complimentary delegate registrations including a ticket to the Networking Function if sponsoring both day.

### Company branding and promotion

- Your logo featured on signage for the lunch/es, co-branded with summit hosts.
- 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) 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.
- Opportunity to display promotional material during the sponsored lunch break.
- 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).
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

## Coffee Cart and Break Sponsor

**\$7,350**

Exclusive opportunity (both days)

OR

**\$4,200**

Two (2) opportunities (one day)

During breaks, students and new professionals will gather to get coffee and network, making this sponsorship 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 a ticket to the Networking Function or four (4) complimentary delegate registrations including a ticket to the Networking Function if sponsoring both day.

### 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.
- 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.



## Summit App Sponsor

**\$6,300**

**Exclusive opportunity**

The summit app is frequently referred to throughout the event, 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 the Networking Function.

### Company branding and promotion

- Your company logo featured on the summit program.
- Your company logo displayed alongside AusIMM's 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

## Charging Station Sponsor

**\$5,250**

**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 the Networking Function.

### Company branding and promotion

- Your company logo featured on the summit program.
- 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.





## Hat Sponsor

**\$5,250**

**Exclusive opportunity**

As the Hat Sponsor, you'll receive both digital and in-person visibility by providing branded hats for all event attendees.

### Registration

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

### Company branding and promotion

- Opportunity for sponsor to provide branded hats. These are destined to feature across event photos and to further extend your company profile, as delegates continue to wear the hats long after the summit.
- Your company logo featured on the summit program.
- Recognition in relevant social media posts.
- 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 and sponsors loop shown throughout the summit.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

“

Attending #NewLeaders2024 was an incredibly rewarding experience. The summit provided a dynamic platform to engage with industry leaders and peers on pressing topics like DEI, AI, and regulatory frameworks. The insights gained were invaluable, not just for my professional development but also for understanding the broader trends shaping the future of our industry. The opportunity to network and exchange ideas with like-minded professionals was particularly inspiring, leaving me motivated to contribute to the ongoing evolution of the mining sector. I'm excited to see how #NewLeaders2025 will build on this momentum and explore new frontiers.

**Samuel Martin**, Metallurgy Student / Undergraduate Process Engineer

”



# 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 alternated with AusIMM logo on the conference name badge and lanyards.

### Company branding and promotion

- 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.





## Summit Proceedings Sponsor

**\$3,675**

**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.
- Your company logo featured on the summit program.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.

## Note Pad and Pen Sponsor

**\$2,100**

**Exclusive opportunity**

Great brand exposure and awareness onsite at the conference. Your organisation can provide the note pads and pens to all attendees which will be given out at registration. A keepsake for everyone to take away and remember your company.

### Registration

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

### Company branding and promotion

- 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.
- Recognition in relevant social media posts.
- Acknowledgement in post-event wrap-up communications, including thank-you email.



# Networking Function and Display spaces

Taking inspiration from AusIMM's successful Student Meets Industry Night (SMI), the New Leaders Summit welcomes the opportunity to provide dedicated opportunities for organisations to connect with students, graduates and new professionals. Promote your company and connect with delegates at your display space (only 15 single spaces available). Plus, attend the special Networking Function to interact with delegates from across Australia in an informal social environment. The function will feature a beverage package and canapes from 6 – 8pm.

Specification	Full Registrations	Price
<b>Display space (single 1m x 3m)</b> Limited opportunities	Two (2) complimentary delegate registrations, including tickets to the Networking Function.	<b>SOLD</b>

## 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 6 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.

## 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 summit app.

## Additional registrations

Additional passes can be purchased for staff to attend onsite:

- Full registration including attendance at sessions, and the Networking Function - \$320.
- Display-only attendance - \$400.

## 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.

## Booth allocation

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 choose      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:

- |  |   |
|--|---|
| <input type="checkbox"/> Major Summit Sponsor \$20,000 (SOLD)  | Welcome Reception \$11,550                  |
| <input type="checkbox"/> Principal Sponsor \$12,600 (SOLD)     | Coffee Cart & Breaks (both days) \$7,350    |
| Lunch Sponsor (both days) \$8,400                              | Coffee Cart & Breaks (one day) \$4,200 each |
| Lunch Sponsor (one day) \$4,200 each                           | Charging Station \$5,250                    |
| Summit App \$6,300   | Note Pad and Pen \$2,100                    |
| Hat Sponsor \$5,250  | Summit proceedings \$3,675                  |
| <input type="checkbox"/> Name Badge and Lanyard \$6,300 (SOLD) |   |

## NETWORKING FUNCTION AND DISPLAY SPACE

- ☐ Display space (single 1 x 3m) \$3,675 (SOLD)

**BOOTH NUMBER PREFERENCE** 1 \_\_\_\_\_ 2 \_\_\_\_\_ 3 \_\_\_\_\_ 4 \_\_\_\_\_

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## PAYMENT AND COMPANY LOGO

Sponsorship Total      \$ \_\_\_\_\_

**METHOD OF PAYMENT:** Please select your method of payment and AusIMM 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

**Enquiries to Tilley Byrne:** Telephone: +61 3 9658 6120 | Email: tbyrne@ausimm.com

[ausimm.com/summits-and-events/new-leaders/](https://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) establish 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).

The Terms alone without acceptance by AusIMM under clause 1.1, do not constitute a binding Agreement. By applying to be a Sponsor, the Sponsor acknowledges that the Sponsor has read, understands and accepts the Terms and all terms, rights and obligations in the Commercial Terms. The Sponsor 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.

## 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 insurance 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 not be left unattended at any time. During the event, please take reasonable measures to ensure displays and stands are not left unattended for an extended period, particularly during breaks.

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.



- 3.10 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 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.
- 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 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 AusIMM (its directors, officers, employees and personnel) indemnifies itself 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, 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 Hatable 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 Hatable 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](mailto: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.