

TERMS AND CONDITIONS

In this agreement, unless the context requires otherwise:

- (a) "Mission brochure / flyer" means the information provided about the Trade Mission by Austmine either in printed or electronic form or on the website;
- (b) "Participant" means the entity named as the participant in Part 1 of the Registration Form, and to the extent that the context permits and includes the Participant's employees, agents and representatives;
- (c) "Registration Form" means this Registration Form for the Trade Mission completed by the Participant(s);
- (d) "Trade Mission" means the Trade Mission or exhibition described in the mission brochure.

"Austmine" means Austmine Limited (ABN 77 008 657 887) of Suite 206, 80 William Street, Sydney NSW 2011.

2. Trade Mission

Austmine proposes to facilitate the Trade Mission in accordance to mission brochure. However, Austmine may at its discretion cancel the Trade Mission or vary the indicative program for the Trade Mission at any time before or during the Trade Mission. Austmine will promptly notify the Participant of any such cancellation or variation.

3. Participant's Responsibilities

The Participant will:

- (a) Pay to Austmine the registration/exhibition fee within 7 days of receipt of a tax invoice for the Trade Mission which will be issued upon receipt of the registration form;
- (b) Make their own travel and accommodation arrangements for the purposes of the Trade Mission. Austmine may from time to time, make reservations or bookings on behalf of or in the name of the participants. The participants agree to finalise any fees associated with the reservations or bookings;
- (c) Meet all of their own costs and expenses (including travel, airport transportation, accommodation, living costs, promotional material, presentation equipment and transportation of this material and equipment) associated with the Trade Mission unless stated otherwise by Austmine;
- (d) Comply with all visa and entry requirements associated with the Trade Mission;
- (e) Be responsible for their own safety and security when participating in the Trade Mission including checking the Australian Government Department of Foreign Affairs and Trade travel advisory information (www.smartraveller.gov.au) and making their own assessment of the safety and security issues associated with the Trade Mission destination/s;
- (f) Be responsible for obtaining their own professional advice about prudent insurance coverage prior to participation in the Trade Mission;
- (g) Comply with all relevant laws both in Australia and in any foreign country whilst participating in the Trade Mission;
- (h) Be responsible for obtaining its own independent legal and financial advice before entering into any business dealings or arrangements associated with the Trade Mission; and
- (i) Provide each of its employees, contractors and representatives participating in the Trade Mission with a copy of these terms and conditions of participation and ensure that he/she satisfactorily understands and complies with those terms and conditions.

- (j) Provide the required “additional information” as requested in Part 3 of this form at least 2 weeks prior to the departure of the Trade Mission. This information will be treated as confidential by Austmine and its employees.

4. Participant's Conduct

- (a) Participants must maintain appropriate business ethics, and a commitment to legal obligations including anti-bribery laws, both in Australia and the host overseas markets
- (b) The participant must not:
- (i) engage in any conduct which would bring Austmine, the Trade Mission or other Trade Mission participants into disrepute or otherwise reflect unfavourably upon them;
 - (ii) engage in any misleading or deceptive conduct; or
 - (iii) act against local laws, including anti-bribery laws, unethical or immoral acts;
- (c) Austmine reserves the right to suspend or terminate services under this Agreement, at its discretion and without liability, where a participant breaches the above terms of conduct.

5. Insurance

The Participant must take out and maintain:

- (a) comprehensive travel insurance (including comprehensive health cover) for the purposes of participation in the Trade Mission; and
- (b) all other insurances necessary to prudently insure against any other insurable risks associated with participation in the Trade Mission.

6. Acknowledgement

The Participant acknowledges that:

- (a) any advice, statements, representations or opinions provided or made by or on behalf of the Austmine before, during or after the Trade Mission are for information purposes only and the Participant agrees not to rely on same; and
- (b) Austmine accepts no responsibility for the actions of the Participant and has no obligation to assist the Participant in the event that he/she contravenes any laws;

7. Release of Austmine

The Participant hereby releases Austmine from all claims, loss, damage or expenses (including injury or death to persons, any loss or damage to property, consequential loss, loss of profit, delay) howsoever caused (including, without limitation, by any negligent act or omission of Austmine or its representatives and whether for breach of these terms and conditions, at common law, under statute or otherwise) which may be suffered or incurred by the Participant arising directly or indirectly in relation to or in any way connected with:

- (a) the participant's participation in the Trade Mission;
- (b) any cancellation or variation to the Trade Mission in accordance with clause 2;
- (c) the termination of the participant's participation in the Trade Mission in accordance with clause 9(a); or
- (d) any business dealings or arrangements entered into as a result of participation in the Trade Mission.

8. Indemnity

The Participant agrees to indemnify Austmine and its representatives against all loss, damage or expense (including injury or death to persons, any loss or damage to property, consequential loss, loss of profit or delay) however caused (including, without limitation, by any negligent, wilful or unlawful act or omission of the participant or its representatives and whether for breach of these terms and conditions, at common law, under statute or otherwise) which may be suffered or incurred by Austmine or its representatives arising directly or indirectly in relation to or in any way connected with the participant's participation or intended participation in the Trade Mission.

9. Early Termination / Withdrawal / Cancellation

- (a) If the Participant fails to comply with these terms and conditions, Austmine may by written notice terminate the participant's further involvement in the Trade Mission. No part of the registration/exhibition fees will be refundable to the participant in these circumstances.
- (b) The participant may withdraw from the Trade Mission by giving Austmine written notice of its intention to do so at least thirty (30) working days before the Trade Mission is scheduled to commence. No refund will be given if notice of cancellation is given less than 30 working days before the scheduled event. All cancellations must be in writing by email to admin@austmine.com.au.
- (c) Austmine may, at its discretion, cancel this Trade Mission at any time prior to the mission. Austmine will promptly notify you in the event that this happens and you will receive a full refund.

10. Notices

The addresses for service of notices are:

- (a) For Austmine, Suite 206, 80 William Street, Sydney NSW 2011, or admin@austmine.com.au.
- (b) For the Participant, the address, facsimile number or email address specified in Part 1 of the registration form.

11. General

- (a) These Trade Mission terms and conditions of participation will be governed by and construed in accordance with the laws of New South Wales.
- (b) This Agreement represents the entire agreement between Austmine and the participant in relation to the Trade Mission.

The parties acknowledge that pursuant to Section 38-190(1) Item 3 of *A New Tax System (Goods and Services Tax) Act 1999* any supply made by Austmine pursuant to this agreement is not subject to GST.