

Rio Tinto Pioneer Portal: Terms and Conditions and Privacy Notice

Introduction

The Rio Tinto Pioneer Portal facilitates the generation of new solutions and technologies for Rio Tinto by enabling companies and individuals (**you, your**) to submit ideas easily for consideration by the Rio Tinto Group (being any company, partnership, joint venture or other corporate entity that, whether directly or indirectly, controls, is controlled by, or which is under the same management or control of either Rio Tinto Limited (ABN 96 004 458 404) or Rio Tinto plc (Company No. 719885), **Rio Tinto**).

In submitting an idea (and accompanying materials) (**Submission**) to Rio Tinto through the Rio Tinto Pioneer Portal, you agree to be bound by these Terms and Conditions and Privacy Notice.

Part A: Terms and Conditions

Your submission

Rio Tinto will endeavor to acknowledge receipt of all Submissions provided by you through the Rio Tinto Pioneer Portal. You agree to provide reasonable assistance and additional information concerning your Submission if requested by Rio Tinto.

Rio Tinto is under no obligation to act on your Submission or to provide you with reasons in the event of a rejection or inaction. Rio Tinto retains absolute discretion in respect of your Submission and its decision(s) in respect of your Submission are final.

Confidentiality and Intellectual property

Your Submission and information contained in it should be general in nature. You agree that Rio Tinto:

- a. is under no duty to treat the Submission as confidential, even when the Submission, or information contained in it, is marked “confidential”;
- b. has the right to share the Submission within Rio Tinto via an enterprise social network service in order to evaluate the Submission;
- c. is not liable in any way in relation to its use and disclose of, and dealings with, the Submission; and
- d. may use (including reproduce) the Submission (including the intellectual property rights subsisting therein) for its business purposes.

If, following the evaluation, Rio Tinto would like to discuss your Submission with you, Rio Tinto may require that you enter into a confidentiality agreement in respect of future disclosures and discussions.

If you have any concerns about confidentiality or intellectual property rights in your Submission, we recommend that you seek independent legal advice.

Export controls

Many governments regulate the export of certain technical data and information. Before providing a Submission that contains technical data and/or information you **MUST** seek professional advice to ensure such technical data and/or information remains export control compliant. You warrant that any technical data and/or information contained in your Submission is not restricted for export.

Warranties and indemnity

You warrant that:

- a. the Submission is original, owned by you and accurate
- b. you have the right to disclose the Submission to Rio Tinto and such disclosure does not breach any contractual obligation between you and any third party
- c. the possession or use of the Submission by Rio Tinto in accordance with these Terms and Conditions does not infringe any third party intellectual property rights

You also agree to indemnify and hold harmless Rio Tinto in relation to anything arising from your Submission.

Disclaimer

In no event shall Rio Tinto be liable to you for any consequential, incidental, indirect, special, punitive or exemplary damages or losses (including, without limitation, lost profits, business or goodwill) suffered or incurred by you or your affiliates in connection herewith, even if advised of the possibility of such damages or losses.

Miscellaneous

Rio Tinto reserves the right to modify these terms and conditions at any time without prior notice to you, and/or to amend, suspend, withdraw or cancel the Rio Tinto Pioneer Portal program, or the Rio Tinto Pioneer Portal website (including access to the website) at any time, for any reason and at any time, acting reasonably, without incurring any liability.

Jurisdiction

The formation, existence, construction, performance, validity and all aspects of these terms and conditions shall be governed and interpreted in accordance with laws of Western Australia, Australia and in the event of any dispute arising in relation to these terms and conditions or any dispute arising in relation to the website whether in contract or tort or otherwise the courts of Western Australia will have non-exclusive jurisdiction over such dispute.

Complaints procedure

If you have questions about these Terms and Conditions or the Rio Tinto Pioneer Portal website, please contact pioneerportal@riotinto.com.

Part B: Privacy notice

When you provide your Submission through the Rio Tinto Pioneer Portal, you will be asked to provide some personal data (limited to your name and your contact details). Rio Tinto needs this in order to communicate with you.

Rio Tinto only needs to collect this small amount of personal data – we want to hear about your ideas, rather than your life story.

This personal data will be distributed within Rio Tinto as part of the evaluation process described in the above Terms and Conditions, and will be processed in accordance with the Rio Tinto Data Privacy Standard (available [here](#) and also containing information about your data subject rights).

The Rio Tinto Pioneer Portal is hosted in multiple Tier 111 data centres across the United States and may be accessed by Rio Tinto around the world. An overview of Rio Tinto's global operations and the countries where it operates is on the [Rio Tinto website](#).