

## Relocation Payment Promotion – BHP Mt Arthur Coal

### Terms & Conditions

1. The Relocation Payment Promotion ("Scheme") described in these terms and conditions ("Terms and Conditions") commences at 12.01 am Eastern Standard Time ("AEST") 14 March 2022 and ends at 11.59 pm AEST 31 August 2022 ("Scheme Period").
2. A Person must comply in all respects with these Terms and Conditions for a Person to be eligible for the Bonus.
3. By participating in the Scheme, the Person is deemed to have accepted these Terms and Conditions.
4. By participating in the Scheme, the Person agrees that they are over the age of 18 years, or if under the age of 18 years, have their parent's or legal guardian's consent to participate in the Scheme.
5. For the purposes of these Terms and Conditions:
  - a. **Person** means any experienced dump truck operator who applies to work for Programmed at the BHP Mt Arthur Coal site in Muswellbrook, New South Wales between the period of 14 March 2022 and 31 August 2022 and commences work as a permanent employee with Programmed prior to 30 September 2022.
  - b. **Bonus** means
    - i. one payment of \$5,000 (subject to any relevant taxes) to be paid after completing 578 hours of work from the date of their commencement with Programmed; and
    - ii. a second payment of \$5,000 (subject to any relevant taxes) to be paid after completing a total of 1156 hours of work from the date of their commencement with Programmed but before 6 calendar months from the date of their commencement with Programmed.
  - c. **Programmed** means Programmed Skilled Workforce Limited ABN 66 005 585 811.
6. To participate in the Scheme, a Person must:
  - a. be an experienced dump truck operator who applies to work for Programmed at the BHP Mt Arthur Coal site in Muswellbrook, New South Wales between the period of 14<sup>th</sup> March 2022 and 31 August 2022;
  - b. be successfully placed as a permanent employee with Programmed prior to 30 September 2022; and
  - c. currently permanently reside outside the state of New South Wales.
7. A Person will have worked consistently from the date of commencement at BHP and have worked 6 months with Programmed, if all of the following criteria are satisfied:
  - a. all allocated shifts are worked in full;
  - b. a timesheet in respect of each shift has been submitted to and approved by Programmed; and
  - c. the Person has been paid for the shifts completed.
8. It is the responsibility of the Person to contact Programmed once they believe that they have met Conditions 6 and 7. Subject to these Terms and Conditions, once Programmed is notified by the Person and Programmed is satisfied that the Person has met Conditions 6 and 7, Programmed will notify the Person that they are eligible for the Bonus and will arrange payment of the Bonus.
9. Any Bonus will be paid to the Person no earlier than two weeks after the date on which the Person becomes eligible for the Bonus.
10. The Bonus may be collected in person by the Person or may be mailed/couriered.
11. If the Person who is eligible for the Bonus is under the age of 18 years, the Bonus will be provided to the Person's parent or legal guardian. The parent or legal guardian may be required to provide evidence of their identity (such as photographic ID, birth certificate or current passport).
12. For the avoidance of doubt, each Person is eligible for a maximum of one Bonus under this Scheme.
13. All payments are subject to the relevant withholding of taxes as required by law.
14. Bonus payments are inclusive of the relevant Superannuation guarantee levy at time of payment.
15. Programmed may, in its absolute discretion, suspend or terminate this Scheme at any time.
16. Programmed reserves the right to vary these Terms and Conditions at any time at its sole discretion. Any such variation will come into effect as at the date published by Programmed.
17. No Bonus will be provided to any Person that is terminated or otherwise fails to satisfy the terms of their employment with Programmed. Programmed reserves the right to deem anyone ineligible for the Bonus for any reason or no reason, with or without notice.
18. Programmed's decision will be final and no correspondence will be entered into.

19. This offer is not valid in conjunction with any other Programmed offers or promotions.
20. Programmed and its related bodies corporate accept no liability in respect of any tax implications that may arise from the provision of the Bonus. Independent financial advice should be sought where necessary. Any liability for tax that applies in connection with the Scheme and the provision of the Bonus is the sole responsibility of the Bonus recipient.
21. Except for liability which cannot be excluded by law, Programmed (including its related bodies corporate, employees, agents and representatives) excludes all liability for loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or incurred (whether or not arising from any person's negligence) either during or after the Scheme and arising in any way out of (a) the Scheme; (b) any breach of these Terms and Conditions or any term implied by law (including by statute) by Programmed, its related bodies corporate or their respective employees, agents or representatives; (c) any failure, delay or inability to provide a Bonus; or (d) any technical difficulties or equipment malfunction.
22. If any warranty or condition is implied in these Terms and Conditions by law and cannot be excluded, the liability of Programmed and its related bodies corporate for breach of such a warranty or condition is limited (where permissible by law) to (in the case of a supply of goods) replacement of the goods or (in the case of a supply of services) re-supply of the services. For the avoidance of doubt where liability cannot be excluded the maximum aggregate liability of Programmed or its related bodies corporate is \$AU100.
23. Programmed may appoint an agent or contractor to assist in conducting the Scheme or for providing the Bonus on its behalf. The personal information provided by you will be used by Programmed for the purposes of conducting the Scheme or for providing the Bonus. You agree that Programmed may disclose this personal information to its contractors and agents for these purposes or for communicating with you.
24. Programmed is bound by the Privacy Act 1993. By participating in the Scheme each Person agrees to the Programmed Privacy Policy - <https://programmed.com.au/privacy-policy/>. Any Person may request access to their personal information that Programmed holds about them by contacting:

*The Privacy Officer*

*Programmed Maintenance Services Ltd*

*47 Burswood Road*

*Burswood WA 6100*

*Email: [privacy@programmed.com.au](mailto:privacy@programmed.com.au)*

25. These terms and conditions will be governed by and construed in accordance with the laws of Western Australia. Participating Persons irrevocably submit to the jurisdiction of the courts and tribunals in Western Australia.
26. The promoter of this Scheme is Programmed.