

Whitehaven Coal – Terms and conditions

Terms & Conditions

1. The Retention bonus Scheme ("Scheme") described in these terms and conditions ("Terms and Conditions") commences at 12.01 am Eastern Standard Time ("AEST") 28 March 2022 and ends at 11.59 pm AEST 30 September 2023 ("**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 all persons set out in more details at clause 6.
 - b. **Bonus** means
 - i. one payment of \$3,000 (subject to any relevant taxes); OR
 - ii. \$3 gross an hour – Market Based Allowance, to be paid quarterly from commencement of Scheme Period; OR
 - iii. \$4 gross an hour – Market Based Allowance, to be paid in each pay cycle from commencement of Scheme Period and
 - iv. subject always to the limitations of clause 11.
 - c. **Programmed** means Programmed Skilled Workforce Limited ABN 66 005 585 811.
6. To participate in the Scheme, a Person must be:
 - a. an experienced dump truck operator, qualifies with immediate effect; or
 - b. an inexperienced contractor load and haul operator qualifies after 3 consecutive months of tenure, or
 - c. experienced drill and blast operator; or
 - d. a trainee operator, qualifies after 3 consecutive months of tenure, and
 - e. successfully placed as a casual or permanent employee with Programmed at the Whitehaven Coal Maules Creek or Tarrawonga mine site, New South Wales; and
 - f. successfully placed for the minimum period (as per noted qualifying periods in point 6.a-d) before qualifying for the Bonus
7. A Person will have worked consistently from the date of commencement at Whitehaven Coal and have worked 3 months with Programmed, if all of the following criteria are satisfied;
 - a. Have continuous service during each incentive term
 - b. Have not voluntarily resigned from Programmed Skilled Workforce on the Whitehaven Coal mine sites within the incentive term, and;
 - c. Are not terminated for (or subject to disciplinary action for) reasons of a breach of contract, performance or misconduct
8. 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.
9. 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).
10. For the avoidance of doubt, each Person is eligible for a maximum of one Bonus under this Scheme.
11. All payments (including but not limited to the Bonus) may be subject to the relevant withholding of taxes and contributions, as required by law.
12. The Bonus is inclusive of any applicable relevant superannuation guarantee levy at time of payment.
13. Programmed may, in its absolute discretion, suspend or terminate this Scheme at any time.
14. 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.
15. No Bonus will be provided to any Person that is terminated or otherwise fails to satisfy the terms of their employment with Programmed.
16. Programmed's decision will be final and no correspondence will be entered into.
17. This offer is not valid in conjunction with any other Programmed offers or promotions.

18. 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.
19. Except for liability which cannot be excluded by law, Programmed (including its related bodies corporate, employees, agents and representatives) excludes all liability for loss 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 related to the provision of a Bonus.
20. 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.
21. Programmed is bound by the Privacy Act 1988 (Cth). 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
22. These terms and conditions will be governed by and construed in accordance with the laws of New South Wales. Participating Persons irrevocably submit to the jurisdiction of the courts and tribunals in Western Australia.
23. The promoter of this Scheme is Programmed.