**[*$50 Referral Campaign]***

**Terms and Conditions**

1. This competition is known as the [*$50 Referral Campaign*]
2. The Competition is being run by [*Programmed Skilled Workforce*] of [*513 King Street Hastings*). Programmed is the promoter of this Competition.
3. Instructions on how to enter this Competition, and other details contained within promotional advertisements prepared by or for Programmed for this Competition, form part of these Terms and Conditions of entry to the Competition (“Terms & Conditions”).
4. By entering and/or participating in the Competition, each entrant to this Competition (“Entrant”) agrees to abide by and shall be deemed to have agreed to and accepted these Terms & Conditions.
5. The Competition commences at on the 7th of December.
6. The closing time for entering the Competition End of 2022 season (approximately April 2022).

**HOW TO ENTER**

1. To qualify for the Competition, an Entrant must satisfy the following criteria:
   1. Have great attendance record
   2. Have strong work ethic
   3. Be an honest and reliable team player
   4. Meet the minimum term of employment – 10 weeks **continuous service**
2. Everyone in seasonal will be considered.
3. Entrants will be responsible for all costs and expenses associated with entering and participating in the Competition, which may include costs associated with accessing the internet, printing the competition entry forms, creating videos, images or written entries, or emailing Programmed.
4. Entrants may enter the Competition as many times as they wish, and can win more than once in accordance with paragraph [7] and criteria is met.
5. Entries are deemed to be received at the time of receipt into Programmed’s Go app during onboarding process and not at the time of transmission by the Entrant.

**PRIZE**

1. Programmed will offer [*$50*] (Gift Voucher).
2. Where a Prize consists of a gift voucher, it is valid for the date or period as indicated on the gift voucher and is subject to the conditions stipulated by the third-party provider of the gift voucher.
3. The Prizes are not redeemable for cash or an alternative prize.
4. The Prizes are not transferrable.
5. An Entrant must comply in all respects with these Terms & Conditions to be eligible for the Prize.

**PRIZE DRAW**

1. All recommendation will be Drawn at random.
2. Each Prize Winner will be contacted within [*1 day*] of the draw via the email address used by the Entrant in accordance with paragraph [11] above.
3. If a Prize Winner does not respond to claim the Prize within [*7 days*] days of the draw, that Prize will be forfeited, a re-draw for that Prize will be conducted and a replacement Prize Winner drawn within [*30 days*] days of the original draw date, in the same location, and with the same method. Redraws will continue in the same manner until all Prizes have been claimed by Prize Winners.
4. If a Prize Winner is under the age of 18 years’ old, his/her Prize will be awarded to his/her parent or legal guardian.
5. The Prize may be:
   1. collected in person by the Prize Winner or his/her parent or legal guardian; or
   2. mailed/couriered to the address nominated by the Prize Winner or his/her parent or legal guardian; or
   3. provided via email to the email address nominated by the Prize Winner or his/her parent or legal guardian.
6. If a Prize Winner who has been contacted of their prize winning, and has agreed to collect the Prize or for which collection is the only method for receiving the Prize, does not collect the Prize within [*14 days* of this contact, a re-draw will be conducted for that Prize within [*21 days*] of the original draw date, in the same location, and with the same method.
7. The Prize Winner, or his/her Parent/Guardian if he/she is under the age of 18 years’ old, may be required to provide evidence of their identity (such as photographic ID, birth certificate or current passport) when receiving the Prize.
8. The Prize Winner and his/her parent or legal guardian will be responsible for all costs and expenses associated with collecting and using the Prize.
9. By entering the Competition, the Entrant agrees he/she is over the age of 18 years’ old or, if under the age of 18 years’ old, that he/she has his/her parent’s or legal guardian’s consent to enter the Competition.

**GENERAL**

1. Programmed may, in its sole and absolute discretion, suspend or terminate this Competition at any time.
2. Programmed reserves the right to vary these Terms & Conditions at any time at its sole and absolute discretion. Any such variation will come into effect as at the date notified and published by Programmed.
3. Programmed reserves the right to deem anyone ineligible for the Prize for any reason or no reason, with or without notice. Incomplete or indecipherable entries will be deemed invalid at Programmed’s sole and absolute discretion.
4. Except for liability which cannot be excluded by law, Programmed (including its related bodies corporate, employees, agents and representatives) is not responsible or liable and shall not be held legally liable or responsible in any manner whatsoever for loss (including, without limitation, indirect, special or consequential loss or loss of profits), cost, 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 Competition and arising in any way out of:
   1. this Competition or a Prize;
   2. any accident, loss, injury or damage to any individual or property whether direct or indirect, whether in contract, tort, negligence or otherwise arising out of or in connection with the Competition or the Prizes;
   3. any element of a Prize being lost, stolen, damaged or tampered with in any way before it reaches the Prize Winner or after it has been released to the Prize Winner;
   4. any undelivered emails due to an Entrant’s spam filters or email settings or any technical difficulties or equipment malfunction;
   5. any variation in the value of the Prize from the time of printing promotion materials;
   6. any failure or inability to provide or delay in providing a Prize; or
   7. any breach of these Terms & Conditions or any term implied by law (including by statute) by Programmed, its related bodies corporate or their respective employees, agents or representatives.
5. If any warranty or condition is implied in these Terms & 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 and its related bodies corporate is $[*50*] (NZ).
6. Programmed and its related bodies corporate accept no responsibility whatsoever for any tax liabilities or implications that may arise from winning or receiving the benefit of a Prize and independent financial advice should be sought by the respective Prize Winner. Any liability for tax that applies in connection with the Competition and the provision of the Prize is the sole responsibility of the Prize Winner.
7. Subject to legal requirements to the contrary, the superannuation guarantee levy will not be paid in respect of any Prize.
8. Programmed may, in its sole and absolute discretion, prohibit an Entrant’s participation in this Competition, cancel a Prize or otherwise cease to provide any benefit of a Prize to a Prize Winner if the Entrant or the Prize Winner, in the opinion of Programmed, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of Programmed or any of its related bodies corporate (or of the business of Programmed or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.
9. Programmed is not responsible for any technical difficulties with the mechanism for entry to this Competition. Programmed accepts no responsibility for any entries not received for any reason.
10. Programmed’s decision will be final and no correspondence will be entered into.
11. If the Entrant has a complaint about the Competition, please contact Programmed directly on 0800 453 559
12. These Terms & Conditions are governed by and will be construed in accordance with the laws of the New Zealand. Entrants irrevocably submit to the jurisdiction of the courts and tribunals in [*NZ]*
13. The following persons are not eligible to participate in the Competition:
    1. persons conducting the Competition including any person who determines the Prize Winner; and
    2. senior management of Programmed.

**Privacy**

1. The Prize Winner’s name may be published on the Programmed website or intranet, or communicated to Programmed employees via email. By entering the Competition, Entrants grant Programmed permission to use their full name and suburb and employment position on its website and intranet for [*1 Week*] from the date of the draw.
2. Programmed is bound by the <Privacy Act 1988 (AU)/ Privacy Act 1993 (NZ)>. Personal information provided by an Entrant and his/her parent or legal guardian to Programmed for the purpose of entering the Competition will be collected, used and disclosed in accordance with Programmed’s Privacy Policy. A copy of Programmed’s Privacy Policy is available at <https://programmed.com.au/privacy-policy/>. By participating in the Competition, Entrants and their parents and legal guardians agree to Programmed’s Privacy Policy.
3. Programmed may appoint an agent or contractor to assist in conducting the Competition or providing the Prize on its behalf. The personal information provided by Entrants and their parents and legal guardians will be used and disclosed by Programmed to its contractors and agents for the purposes of conducting the Competition or providing the Prize.
4. Entrants and their parents and legal guardians may request access to their personal information that Programmed holds by contacting:

The Privacy Officer

Programmed Maintenance Services Ltd

47 Burswood Road

Burswood WA 6100

Email: privacy@programmed.com.au