

## New Apprentice Bonus - Terms and Conditions

The following terms and conditions apply to All Trades Queensland's New Apprentice Bonus Program. Please read them carefully before signing up to the Promotion.

### Schedule

<b>Promotion</b>	New Apprentice Bonus Program
<b>Promoter</b>	All Trades Queensland Pty Ltd (ACN 115 379 461) ( <b>All Trades Queensland</b> ) 37-43 Commercial Dr Shailer Park QLD 4128 13 18 30
<b>Eligible Host Employer</b>	Subject to the Standard Terms, Participation in the Promotion is available to all new and existing host employers able to host apprentice(s) in the State of Queensland in accordance with the Promoter's then-current terms and conditions ( <b>Host Employer Agreement</b> ).
<b>Promotional Period</b>	The period starting from 9:00am on 15 October 2018 and ending at 5:00pm on 31 January 2019. All times are Australian Eastern Standard Time (UTC+10)
<b>Participant</b>	To participate in the Promotion, each Eligible Host Employer must, during the Promotional Period, enter into a Host Employer Agreement with the Promoter to host new apprentice(s) as allocated by the Promoter. Participation in the Promotion is subject to the Limitations set out below.
<b>Incentive</b>	Subject to the satisfaction of the Incentive Conditions and Standard Terms, either: (a) a rebate of AUD\$1,500 for each new first year apprentice hosted by the Participant; or (b) a rebate of AUD\$500 for each new apprentice, which is not a Newstart first year apprentice, hosted by the Participant.
<b>Incentive Conditions</b>	A Participant must: (a) host each new apprentice allocated by the Promoter for a minimum of six (6) continuous months from the date such apprentice is placed with a Participant; (b) host each new apprentice on a full time basis (being a minimum of 38 hours per week) for the minimum six (6) continuous month period, except for leave approved by the Promoter, including a maximum of three (3) weeks leave over the Christmas and New Year period; (c) be compliant with these terms and conditions and the terms of the Host Employer Agreement at all times without default; and (d) provide the Promoter with all relevant documentation, as requested by the Promoter, for hosting each apprentice, including without limitation: (1) proof of payment for the minimum six (6) month period; (2) supporting documentation for annual leave; (3) sick leave documentation with any accompanying medical certificate; (4) leave of absence forms; and (5) any registration forms or training forms.
<b>Limitations</b>	The Promotion is limited to the first five hundred (500) Eligible Host Employers.

## **Standard Terms**

### **1. INTRODUCTION**

- 1.1 The terms and conditions comprises of these Standard Terms and the Schedule.
- 1.2 By participating in the Promotion, Participants accept and agree to be bound by these terms and conditions.
- 1.3 Capitalised Terms in these Standard Terms are as defined in the Schedule.
- 1.4 In the event of any inconsistency between the Schedule and these Standard Terms, the Standard Terms shall prevail.

### **2. WHO CAN PARTICIPATE IN THE PROMOTION**

- 2.1 The Promoter may, at its sole discretion, determine the eligibility of an Eligible Host Employer to participate in the Promotion.
- 2.2 The Promotion is not available in conjunction with any other promotion or offer by the Promoter or any related bodies corporate.

### **3. INCENTIVE**

- 3.1 The Participant must have satisfied the Incentive Conditions to be eligible to receive the Incentive.
- 3.2 For the avoidance of doubt, the Incentive is only available to new first year apprentices or new apprentices which are not a Newstart first year apprentice. The Incentive is not available for any existing apprentices or apprentices which have previously been hosted by a Host Employer.
- 3.3 Once the Participant has satisfied the Incentive Conditions, a rebate will be applied against a future invoice issued by the Promoter to the Participant under the Host Employer Agreement.
- 3.4 Notwithstanding clause 3.3, the Promoter may, at its sole discretion, apply the Incentive against any outstanding amounts which are overdue and payable to the Promoter by the Participant.
- 3.5 Unless the Promoter exercises its discretion under clause 3.4, the Incentive will be processed and provided to the Eligible Host Employer within sixty (60) days after the Incentive Conditions are met.
- 3.6 The Incentives are provided only to the Participant and are not transferrable to any other company or person.
- 3.7 If a Participant fails to meet the Incentive Conditions through no fault of its own (including, if the Participant fails to host a new apprentice for a minimum six (6) continuous month period because that apprentice leaves their placement with the Participant at no fault of the Participant), the Promoter, at its sole discretion, may: (a) allocate a new apprentice to the Participant; and (b) provide the Incentive to the Participant should the Incentive Conditions be met in respect of that particular apprentice (including, without limitation, the Participant hosting that apprentice for an additional minimum six (6) continuous month period, except for leave approved by the Promoter).

- 3.8 All taxes which may be payable as a consequence of receiving an Incentive are the sole responsibility of each Participant.

### **4. OTHER TERMS**

- 4.1 The Participant agrees to participate and cooperate, as required, in any publicity activities related to the Promotion, including, without limitation, being interviewed, photographed, filmed and recorded. The Participant authorises the Promoter to use such content for advertising and other promotional activities.
- 4.2 To the maximum extent permitted by law, the Promoter shall not be liable, and excludes all liability, for any loss or damage whatsoever (including, without limitation, consequential loss) arising from, or in connection with, this Promotion.
- 4.3 To the maximum extent permitted by law, the Promoter reserves the right to vary the terms, or cancel, the Promotion at any time without liability to any Participant or other person.
- 4.4 To the extent that the Promotion is communicated or administered through Facebook or another social media platform, the Participant acknowledges that the Promotion is in no way sponsored, endorsed, administered by or associated with Facebook or any other social media platform. Each Participant agrees to grant Facebook, and any other social media platforms, a complete release from any claims that the Participant may now have or may have in the future which relate to, or are incidental to, the Promotion.
- ### **5. GENERAL**
- 5.1 A provision of these terms and conditions or a right created under these terms and conditions may not be waived except in writing, signed by the party giving the waiver.
- 5.2 These terms and conditions are governed by the law in force in the State of Queensland. The Participant submits to the non-exclusive jurisdiction of the courts of the State of Queensland and courts of appeal from them for determining any dispute concerning these terms and conditions.
- 5.3 If any provision of these terms and conditions is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation it must be read down so that is valid and enforceable (or, if it cannot be so read down, severed) so that the validity and enforceability of the remaining provisions are not affected.