

# Candidate Referral Scheme (External)

Terms and Conditions

[www.talentinternational.com](http://www.talentinternational.com)

SCHEDULE	
Referral Scheme name	ACT Candidate Referral Scheme (External)
Promoter	Talent International (ACT) Pty Ltd (ABN 95 121 819 305) Level 2, Equinox 4, 70 Kent Street, Deakin ACT 2600
Entry - residency restriction	Entry is only available to Australian residents that are currently contracting under <i>Talent International (ACT) Pty Ltd</i> (ACN 121819305).
Entry - age restriction	18 years and over
Referral Scheme Period	22nd April 2025 – 30 <sup>th</sup> September 2025
How to enter	<p>To enter the Referral Scheme, each Referrer (as defined in the Part A) must, during the Referral Scheme Period:</p> <ol style="list-style-type: none"> <li>1. Be a current contractor under <i>Talent International (ACT) Pty Ltd</i> ("Talent"); and</li> <li>2. have referred a person ("Referred Person") that is: <ul style="list-style-type: none"> <li>• not known to Talent International; or</li> <li>• has not been a contractor with any Talent International company in the twelve (12) months prior to the date they are referred;; or</li> <li>• has previously contracted with Talent International within the previous twelve (12) months <u>and</u> is currently engaged with another recruitment agency, as of the date they are referred.</li> </ul> </li> </ol> <p>The Referrer must refer a person whilst a current contractor with Talent or within thirty (30) days <b>after</b> the end date of the contracting agreement end date with Talent.</p> <p>The Referred Person must be successfully placed by Talent prior to the <b>1<sup>st</sup> January 2026</b> for an ACT based position within a 100km radius of the Canberra Civic General Post Office, as advertised by Talent on Talent's website within the Referral Scheme Period and the Referred Person must have been on contract for three (3) months and provided more than 450 hours of billable services (for contracting placements with a Talent client). The Referral Scheme only applies to the provision of contracting services through Talent. Referrals of persons that are placed into permanent positions are ineligible for the Referral Scheme.</p>
Rewards - description	<b>An AU\$1000 visa debit card.</b>
Total number of Rewards	There is one Reward to be provided per successfully placed candidate up to a total of three (3) successful referrals per Referrer.
Determining the Successful referral(s)	Each Successful Referral will be determined when a referred candidate passes their probation period or once they have been on contract for 3 months and have provided more than 450 hours of services to the Promoter or passes their probation period (for permanent employment placements with a Talent client).
Notifying Referrers	Within 2 business days of the Successful Referral being determined, each Referrer will be emailed by the Promoter with instructions on how to collect their Reward(s).

**The “Promoter” is TALENT INTERNATIONAL (ACT) PTY LTD (ABN 95 121 819 305) of Level 2, Equinox 4, 70 Kent Street, Deakin ACT 2600**

## **PART A - INTRODUCTION**

1. Information on how to make a referral and Reward details form part of these terms and conditions.
2. By participating in the Referral Scheme, Referrers accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
3. Individual persons that provide referrals (“Referrers”) must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and of these terms and conditions, the Schedule will prevail.

## **PART B - PRIVACY**

5. Referrer warrants that they have requested and have been provided with consent from any person referred (“Referred Person”) under this referral scheme, to have their details, including personal information, disclosed to the Promoter prior to being referred by the Referrer. Referrer further warrants that in obtaining consent from any Referred Person, they have acted in accordance with all privacy laws, including the Australian *Privacy Act 1988 (Cth)*.
6. Subject to clause 5, the Promoter will collect and use information provided by the Referrer including any personal information of the Referred Person provided by the Referrer, for the purposes of:
  - (a) conducting the Referral Scheme (which may include disclosure to third parties for the purpose of processing and conducting the Referral Scheme) and for promotional purposes, public statements and advertisements in relation to the Referral Scheme;
  - (b) providing information about the products and services offered by the Promoter and its related companies;
  - (c) contacting Referred Persons regarding its services, including contracting or employment opportunities that the Promoter may have available on behalf of its clients; and
  - (d) research to improve its products and services.
7. By entering the Referral Scheme, Referrers consent to the use of their personal information as described in clause 5, and in accordance with the Promoter’s Privacy Policy which is available at <https://www.talentinternational.com/privacy-policy/>.
8. Referrers may access, change and/or update their personal information in accordance with the Promoter’s privacy policy.

## **PART C - WHO CAN ENTER THE REFERRAL SCHEME**

9. If the Schedule permits Referrers to be under the age of 18 years, such Referrers must seek permission from their parent or guardian to enter. If the successful referral of a Reward is under 18 years of age, the Reward will be awarded to the successful referral's parent or legal guardian.
10. Directors and employees (and their immediate families) of the Promoter or its related companies or agencies are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.
11. A Referrer or Referred Person cannot be affiliated with an organisation that is a competitor to the Promoter, is employed or subcontracted to the Promoter or had been previously employed or subcontracted with the Promoter, or be affiliated with a subcontractor (such as a Managed Contractor Company) that specialises in referring persons for the purposes of providing recruitment services.

## PART D - HOW TO ENTER THE REFERRAL SCHEME

12. To enter, each Referrer must comply with the 'How to Enter' section of the Schedule.
13. The Referred Person, referred by the Referrer, must be: a person over 18 years of age; must be a real person other than the Referrer; must be a resident of the Australian Capital Territory (ACT) or New South Wales (NSW); and who meets the Talent criteria defined ("Talent Criteria").

The *Talent Criteria* is defined as:

- the Referred Person has no previous contracting relationship with the Promoter; or
- has not been a contractor with the Promoter, or any of its related companies, within the twelve (12) month period prior to the date they are referred; or
- has previously contracted with Talent International within the previous twelve (12) months and is currently engaged with another Publicly Recognised Recruitment Agency, as of the date they are referred.

A *Publicly Recognised Recruitment Agency* is defined as an organisation that provides recruitment services, that has been established and registered as a business prior to 1<sup>st</sup> January 2024, is currently registered and trading, and holds a current and valid ACT Labour Hire Licence, as listed on the Worksafe ACT Labour Hire Register.

14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Referral Scheme of all Referrers. The Promoter reserves the right to disqualify any Referrer who provides false information or fails to provide information that is reasonably requested by the Promoter.
15. The Promoter reserves the right, in its sole discretion, to refuse to accept referrals which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. The Promoter reserves the right, in its sole discretion, to exclude any Referrer who has breached any of these terms and conditions, has engaged in unlawful or improper conduct, including but not limited to breach of the Australian *Privacy Act 1988(Cth)*, or otherwise acts to

cheat or undermine the fairness of the Referral Scheme by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other Referrers.

17. The Promoter may determine eligibility of entries at its sole discretion.

18. The Promoter accepts no responsibility for late, lost, misdirected or damaged referrals or other communications.

## PART E - REWARDS

19. Each Reward is not transferrable, exchangeable or redeemable for cash.

20. If a Reward is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Reward with a Reward of equal or greater monetary value.

21. Once a Reward has been supplied by the Promoter to the recipient, the Promoter takes no responsibility for the Reward being damaged, lost or stolen.

22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Reward are the sole responsibility of each successful referral.

23. A successful referral's use of the Reward is entirely at their own risk. Before a Reward is awarded, a successful referral may be required to sign an agreement to release the Promoter from and indemnify the Promoter against any liability arising from the successful referral's acceptance and use of the Reward and the successful referral's participation in the Referral Scheme.

## PART F - HOW THE SUCCESSFUL REFERRAL(S) ARE DETERMINED

24. The Referral Scheme is specified in the "Determining the successful referral(s)" section of the Schedule.

25. Each successful referral will receive a Reward.

26. Only one referral reward can be given per candidate. If a candidate is referred by more than one employee, the first referral received will be rewarded.

## PART G - NOTIFICATION AND CLAIMING THE REWARD(S)

27. The Promoter will provide each successful referral with instructions on how to claim their Reward. It is the responsibility of each successful referral to comply with the Promoter's instructions.

28. The Promoter reserves the right to request each successful referral to provide proof of their identity and/or proof that they were responsible for the successful referral.

29. It is the responsibility of each referral to notify the Promoter of any change to their contact details.

## PART H - UNCLAIMED REWARDS

30. The Promoter will take all reasonable steps to identify and notify each successful referral in an attempt to ensure that each successful referral receives their Reward. However, if a successful

referral cannot be identified or does not claim the Reward within three months of the date on which the successful referral is determined, their Reward is forfeited.

#### PART I - NO LIABILITY

31. Any Reward supplied by a third party supplier is subject to the terms and conditions of that third party supplier. Subject to any guarantees that cannot be excluded (including under the Australian Consumer Law), the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Referral Scheme or the use or taking of any Reward except for any liability which cannot be excluded by law.

#### PART J - TERMINATION OF REFERRAL SCHEME

32. The Promoter reserves the right to vary the terms of, or cancel, the Referral Scheme at any time without liability to any Referrer or other person, subject to applicable laws.

33. Governing Law - These terms and conditions are governed by the laws in force in the State of New South Wales, Australia, and the referrers submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in that State.