

Terms & Conditions for Nursing Australia's 'Referral Bonanza' promotion 2010

Definitions

Acts means, collectively, the Nurses Act 1993 (Vic), the Nurses and Midwives Act 1991 (NSW), the Nursing Act 1992 (QLD), the Nurses Act 1999 (SA), the Nursing Act 1995 (Tas), the Nurses Act 1988 (ACT), the Nurses Act 1992 (WA) and the Health Practitioners Act 2004 (NT).

Active Member means a Member who has worked at least one shift for, or has been recruited by Nursing Australia in the last 12 months prior to referring a Friend.

Bonus means the Referral Bonus.

Completed (Shifts) means the minimum shifts have been worked by the referred member, timesheets have been submitted to Nursing Australia for payroll processing, and the referred member has been paid for shifts that have been worked.

Eligible Friend means a Friend who has been referred to a Nursing Australia Agency by an Active Member and who has been accepted as suitable to work through Nursing Australia.

Friend means a Potential Member or a Lapsed Member who is also a qualified or experienced in one of the disciplines outlined in section 7.

Lapsed Member means a Member who has previously worked for a Nursing Australia Agency but who has worked less than one shift for a Nursing Australia Agency during the 12 months prior to being referred to Nursing Australia by an Active Member.

Launch Date means 1st February 2011

Member refers to a person who has been deemed appropriate to work with Nursing Australia, and has successfully completed the Nursing Australia recruitment process.

Midwife means a Nurse qualified to practice midwifery in Australia in accordance with the Acts.

Nurse means a Division 1 or 2 Nurse (which has the same meaning as it does in the Nurses Act 1993 (Vic)), a Nurse Practitioner (which has the same meaning as it does in the Nurses and Midwives Act 1991 (NSW)) or a Registered Nurse or Enrolled Nurse (which has the same meaning as it does in the Nursing Act 1992 (QLD), the Nurses Act 1999 (SA), the Nursing Act 1995 (Tas), the Nurses Act 1988 (ACT), the Nurses Act 1992 (WA) and Health Practitioners Act 2004 (NT)).

Nursing Australia means Nursing Australia Pty Ltd, ACN 090 739 585.

Referee means the eligible candidate who a current active Member of Nursing Australia has referred for employment.

Referrer means the current active Member of Nursing Australia who is able to refer candidates for employment, and receive a referral bonus.

Reward Period refers to 1st February 2011 to 30th November 2011, which is the period of time that the 10 shifts must be worked between, in order to receive the bonus.

Scheme Period refers to 1st February 2011 to 31st October 2011, within which new referrals are eligible to join.

Scheme means the Referral Bonanza Scheme as described in these terms and conditions.

Shift Threshold refers to the 10 shifts require to be completed to receive the relevant cash bonus.

Specialist means a Registered Nurse with extensive experience (2 years min) and /or qualifications in Intensive Care (including Neonatal and Postnatal Intensive Care), Critical Care, Emergency Department, Operating Theatre or Midwifery'.

Website means the Nursing Australia website at www.nursingaustralia.com

Scheme details:

1. Referring Process

1.1 When the referral candidate contacts Nursing Australia, they must communicate the full name and Nursing Australia Member ID number of the current Nursing Australia member who has referred them.

1.2 Nursing Australia will attempt to notify the referrer when there referee has completed their 10 shifts, however it is the responsibility of the referrer or referee to contact Nursing Australia once the referee has completed 10 shifts for the bonus to be paid.

2. Parameters of Referral Bonus Scheme

2.1 Referral scheme period applicable from 1st February 2011 to 31st October 2011.

2.2 All active members eligible for referral bonus.

2.3 Eligible to all states.

2.4 Referral bonus paid to member referring new member or a lapsed member who has not worked with Nursing Australia for 12 months.

2.5 Bonus paid ONLY after shift threshold achieved by member referred - 10 shifts completed within the reward period, 1st February 2011 to 30th November 2011.

2.6 Specialist members referred must complete 10 shifts in their area of speciality in order for referee to realise \$300 bonus.

2.7 Bonus paid as gross amount as part of weekly wages.

3. Acceptable Disciplines for each Referral Bonus

3.1 Nursing Australia will pay \$150 to a current active member of Nursing Australia per successful referral (according to the conditions outlined) of a:

- Patient Care Worker or Patient Care Attendant
- Nursing Assistant, Assistant in Nursing, Assistant Nurse or Nursing Attendant
- Theatre Tech or Instrument Tech
- Orderly
- Patient Services Attendant or Food Services Attendant
- Mothercraft nurse

3.2 Nursing Australia will pay \$200 to a current active member of Nursing Australia per successful referral (according to the conditions outlined) of a:

- Enrolled Nurse (Division 2)
- Endorsed Enrolled Nurse

3.2 Nursing Australia will pay \$250 to a current active member of Nursing Australia per successful referral (according to the conditions outlined) of a:

- Registered Nurse Division 1

3.3 Nursing Australia will pay \$300 to a current active member of Nursing Australia per successful referral (according to the conditions outlined) of a Registered Nurse (Division 1), specialising in any of the following areas:

- Emergency
- ICU
- CCU
- Theatre
- NICU
- Midwifery

4. Acceptance of Terms and Conditions, Suspension and Termination

4.1 Information on eligibility and participation forms part of these conditions. By participating in the Scheme, Members (referrer) and Eligible Friends (referee) accept these conditions.

4.2 Nursing Australia may, in its discretion, suspend or terminate this Scheme at any time.

4.3 Nursing Australia reserves the right to vary these Terms and Conditions at any time in its sole discretion by giving participating Active Members notice. Any such variation will come into effect on the date set out in the notice of variation.

4.4 This offer is not valid in conjunction with any other Nursing Australia offer or promotion.

5. Payment of Bonuses

5.1 Referral bonuses will be credited to the referring Active Member's nominated bank account at the end of the first pay period of the month following the month in which the relevant Eligible Friend completed the shift threshold.

5.2 Bonuses will only be credited to the referring Member, no payment arrangements can be made to split bonuses between referee and referrer.

6. Superannuation

6.1 Subject to legal requirements to the contrary, the superannuation guarantee levy will not be paid in respect of any Referral Reward paid to Active Members.

7. Taxation

7.1 Nursing Australia accepts no liability in respect of any tax implications that may arise from the payment of Bonuses. Independent financial advice should be sought where necessary. Any liability for tax that applies in connection with the Scheme and payment of Bonuses is the sole responsibility of the participating Active Member

8. Limitation of Liability

8.1 Nursing Australia and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered (whether or not arising from any person's negligence) as a result of any breach of these Terms and Conditions by Nursing Australia or any Nursing Australia Agency or any term implied by law (including by statute) or for any failure, delay or inability to pay accrued Bonuses caused by circumstances beyond its control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance, except for

any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

8.2 If any warranty or condition is implied in these terms and conditions by law and cannot be excluded, the liability of Nursing Australia 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.

9. Privacy

9.1 Nursing Australia may appoint an agent or contractor to assist in conducting the Scheme or for making payments of Bonuses on its behalf. The personal information provided by Members, Friends and Eligible Friends will be used by Nursing Australia for the purposes of conducting the Scheme or for making payments of Bonuses. Nursing Australia may disclose this personal information to its contractors and agents for these purposes or for communicating with Members, Friends and Eligible Friends.

9.2 Nursing Australia is bound by the National Privacy Principles in the Privacy Act 1988. Members, Friends and Eligible Friends may request access to the personal information Nursing Australia holds about them by calling the Hotline.

9.3 The names of participating Eligible Friends in respect of whom a Referred Reward is paid to a participating Active Member will not be disclosed on the Active Member's payment slip.

10. Governing law

These terms and conditions will be governed by and construed in accordance with the laws of Victoria. Participating Active Members and Eligible Friends irrevocably submit to the jurisdiction of the courts and tribunals in Victoria (including the Federal Court of Australia).