

TUNGSTEN STRUCTURES REFERRAL FEE PROGRAM – JUNE 2019

Referral Fee Overview

1. To be eligible for the referral fee you must be:
 - a. part of the “Tungsten Structures” network. This means that you are connected to the Tungsten Structures team via any of the following methods:
 - i. A direct connection on LinkedIn; or
 - ii. You personally know (and must be known by) someone within Tungsten Structures – the employee within Tungsten Structures to validate;
 - OR**
 - b. You send an email directly to Suzanne Williams (People & Culture Manager) stating the name and details of the person that you are personally referring, prior to that referred person submitting an application/expression of interest.
2. The referral must result in the person being hired for a role at Tungsten Structures.

Terms and Conditions for Referral Fee

The following terms and conditions apply to the Tungsten Structures Pty Ltd (Tungsten) referral program (Terms and Conditions).

By participating in the referral program and making a referral, you agree to be bound by the Terms and Conditions.

1. If you refer a suitable candidate to Tungsten (Candidate) and the Candidate is employed by Tungsten within 3 calendar months of the date of your referral, you are eligible to receive a referral fee of AU\$2,000.00 Gift Card (Referral Fee) in consideration for your referral.
2. By referring a Candidate, you warrant to Tungsten that you have the express permission of the Candidate to provide their contact details and for Tungsten to contact the Candidate.
3. The Referral Fee applies on a per Candidate basis, to Candidates that are employed by Tungsten on a permanent basis
4. If the Candidate ceases employment with Tungsten prior to the end of their probation period, the Referral Fee is no longer payable and you release Tungsten from any liability or obligation in connection with the Referral Fee.
5. The People & Culture team within Tungsten will verify the validity of your referral before the Referral Fee is paid to you, and will also notify the Candidate that the Referral Fee is to be paid to you.
6. The Referral Fee does not apply if the Candidate has worked for Tungsten (either on a temporary basis, or on a part-time or full-time permanent basis) in the 18 months prior to your referral.
7. A Candidate may only be referred by one person. If two people refer the same candidate to Tungsten, the person who referred the Candidate first (with a written email referral) will be eligible for the Referral Fee.
8. Candidates referred to Tungsten by recruiters or third party companies will not constitute a valid referral and Tungsten is not liable to pay the Referral Fee for such referrals.

9. A referral of an existing Tungsten employee or contractor (employed on a temporary basis, or on a part-time or full-time permanent basis) to another position within Tungsten does not constitute a valid referral and Tungsten is not liable to pay the Referral Fee for such referrals.
10. Tungsten has the right to withdraw this referral program and the Referral Fee at any time, in its absolute discretion.
11. The Referral Fee will be payable in two instalments that have relevant eligibility criteria.
12. Criteria 1 – 50% of the Referral Fee will be payable to the referrer within 30 days of the Candidate commencing employment with Tungsten.
13. Criteria 2 – The remaining 50% of the Referral Fee will be payable to the referrer upon the candidate's successful completion of their probation period.
14. The Referral Fee will be paid to you (the referrer) by Tungsten via a gift voucher. The form of the gift voucher will be at Tungsten's discretion.
15. To the maximum extent permitted by law, whether under contract, in tort (including negligence), under statute, in equity, or otherwise at law, Tungsten excludes all liability (including for indirect or consequential loss or damage) to you in connection with the referral program or the Referral Fee. If Tungsten is not permitted to limit its liability to you, the maximum aggregate liability of Tungsten to you, whether under contract, in tort (including negligence), under statute, in equity, or otherwise at law in connection with the referral program or the Referral Fee, is AU\$2,000.00 Gift Voucher.
16. These Terms and Conditions constitute the entire agreement between Tungsten and you in connection with the referral program and the Referral Fee.
17. These Terms and Conditions are governed by the laws of Queensland and you submit to the nonexclusive jurisdiction of the courts of that State.

