



BETR DIGITAL MARKETING PARTNER TERMS & CONDITIONS

1 October 2024

1. GENERAL

- 1.1 These are the standard terms and conditions for the BlueBet Pty Ltd (trading as 'betr') (the **Company**) Digital Marketing Partnerships (the Digital Partnerships). Participants (Partners) acknowledge and agree to be bound by these terms and conditions.
- 1.2 These Terms and Conditions apply to the 'betr' wagering platform only (operating under the NT sports bookmaker licence held by BlueBet Pty Ltd). They do not apply to any activity on the Company's other wagering platforms, including BlueBet.
- 1.3 The Company reserves the right to change any of the terms and conditions at any time and for any reason, including to respond to changes in law, changes in policy or for commercial reasons. The Company will notify Partners of changes to these terms and conditions.

1.4 DEFINITIONS

- 1.5 In these Terms and Conditions, the following terms have the meanings set out below, unless the context requires otherwise.
 - (a) **Digital Marketing Partner Account** means the account provided to a Partner for customer tracking, reporting and the Company's payment management purposes.
 - (b) **Partner Customer** or **Partner Customers** means an approved customer of the Company who by way of referral from a Partner's activities has been tracked and designated to a Partner account in accordance with clause 3.
 - (c) **Partner Website** means www.bluebetaffiliates.com.au
 - (d) **Business Day** means a weekday when the major trading banks are open in both Sydney and Melbourne.
 - (e) **Company Identification** means all Company trademarks, logos, artwork, graphics and designs either owned by or associated with the Company.
 - (f) **Confidential Information** means all information of a confidential or trade secret nature relating to the Partner, the Company and/or their Related Entities, respective clients and suppliers and staff disclosed by the Company to the Partner (whether in writing, verbally or by any means and whether directly or indirectly), including such information disclosed by the Company before an Partner Account was created.
 - (g) **First Time Bettor (or "BTD")** means any new customer who opens a betting account with the Company through the tracking links of the Digital Marketing

Partner and makes a deposit in cleared funds and places a bet of not less than \$10 within 30 days of opening their account.

- (h) **Insolvency Event** includes the appointment of a liquidator, provisional liquidator, official manager, receiver, receiver and manager, controller, administrator or other like person, a compromise, arrangement, merger, amalgamation, reconstruction, winding up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency or other similar procedure.
- (i) **Intellectual Property** means all intellectual property, including patents, utility models, rights in designs, copyright, trademarks, moral rights, topography rights, rights in databases, trade secrets and know-how, in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;
- (j) **Net Revenue** means the face value of cash bets placed less:
- cash payouts, including winnings, refunded bets and promotional payouts
 - account balance adjustments, including chargebacks
 - GST
 - point of consumption taxes
 - Race fields and product fees charged by racing and sports governing bodies
 - Charges and administration fees levied by electronic payment and credit card organisations and incurred as a result of credit checks and ID verifications; and
 - vision streaming costs referable to bets placed
 - Other applicable costs associated with Partner Customers.
- (k) **Website** means www.betr.com.au and any betr branded mobile device or tablet application(s).

1.6 INTERPRETATION

1.7 In these Terms and Conditions, the following rules apply, unless the context requires otherwise.

- (a) All references to we, us and our (or similar) are references to the Company;
- (b) All references to you or your (or similar) are references to the Partner;
- (c) Headings are for reference purposes only and do not affect the meaning or interpretation of these Terms and Conditions.
- (d) Words in the singular include the plural and vice versa.
- (e) If a word or phrase is defined in these Terms and Conditions, its other grammatical forms have a corresponding meaning.
- (f) A reference to:

- i. the Partner includes any employee, manager, director, contractor, representative or agent of the Partner;
- ii. dollar or \$ means Australian dollars;
- iii. a document includes an amendment or supplement to, or a replacement or novation of, that document;
- iv. legislation includes any amendment to it, any consolidation or replacement of it, and any subordinate legislation issued under it;
- v. a month is a reference to each successive month, commencing on the Commencement Date;
- vi. a party includes that party's executors, administrators, successors and assigns;
- vii. a party, recital, clause, schedule or appendix is a reference to a party, recital, clause, schedule or appendix of or to these Terms and Conditions;
- viii. a person, corporation, trust, partnership, unincorporated body or other entity includes any of them; and
- ix. a year is a reference to each successive period of twelve months, commencing on the Commencement Date.
- x. Examples are descriptive only and not exhaustive.

2. PARTNER SERVICES

- 2.1 The Partner will seek to grow the customer base of the Company by obtaining new customers in accordance with these terms and conditions.
- 2.2 The Partner may market to potential customers through approved marketing channels (e.g. digital marketing, social media) provided that all marketing activity applies with the Partner Obligations outlined in section 6.
- 2.3 The Partner will be provided with unique tracking links to use in their approved marketing activities which will allow the Company to identify New Customers who open a betting account as a result of the Partner's marketing activity.

3. PARTNER CUSTOMERS

- 3.1 In order to be classified as a Partner Customer a person must:
 - (a) open a betting account with the Company after clicking on a unique tracking link supplied to the Partner (and tagged to the Partner's account);
 - (b) have not previously held a betting account with the Company;
 - (c) satisfy the Company's customer identification verification requirements;
 - (d) make a deposit into their betting account with 30 days of opening the account; and
 - (e) place a cash bet on their account of at least \$10 within 30 days of opening their account.

- 3.2 For the avoidance of doubt, existing customers of the Company are ineligible to become a Partner Customer. In the event that an existing customer of the Company opens a new account which is tracked to the Partner account, that new account will be removed from the Partner account.
- 3.3 In the event that a Partner Customer does not place a real money wager within any 6-month period, the Company may, at its discretion, no longer treat the customer as a Partner Customer.
- 3.4 The Company may close the betting account of a Partner Customer in accordance with its terms and conditions or due to any regulatory requirements, at its discretion.

4. FEES

- 4.1 Fees may be paid to the Partner in the form of either:
- (a) Commission, calculated as an agreed percentage of Net Revenue; or
 - (b) Cost per acquisition – a one-off fee paid for the referral of each FTB Partner Customer, at a rate agreed between the parties.
- 4.2 Unless otherwise agreed with the Company in writing, commission is calculated each calendar month (from the first to last day of each month). At its discretion, the Company may place a Partner on a quarterly calculation and payment arrangement.
- 4.3 Any Fees payable will be paid to the Partner within 30 days of the end of each month.
- 4.4 Commission will be paid to the Partner for a period of not more than three years after the Partner Customer opens a wagering account with the Company.
- 4.5 If the net revenue generated through the Partner's referrals results in a negative balance in any given month, this negative balance shall be carried forward ("Negative Rollover") and applied against any future positive net revenue generated by the Partner until the negative balance is cleared.
- 4.6 The Negative Rollover shall continue from month to month within a financial year, reducing the Partner's fees in subsequent months until the negative balance is fully offset by positive net revenue.
- 4.7 Notwithstanding clause 4.4, the Negative Rollover shall reset to zero at the end of each Australian financial year (being 30th of June). Any negative balance remaining at the end of the financial year shall not be carried over to the next financial year.
- 4.8 Any disputes regarding the payment of Fees or the application of the Negative Rollover must be raised by the Partner within 30 days of their payment, failing which the Partner shall be deemed to have accepted the payment as final.

5. WITHHOLDING OF COMMISSION

- 5.1 The Company may at its discretion withhold Commission otherwise payable to the Partner where the Partner is in breach of these Terms and Conditions.
- 5.2 Circumstances in which Commission may be withheld by the Company include (but are not limited to) Commission attributable to:

- (a) suspected and fraudulent customer accounts;
- (b) banned customers;
- (c) customers deemed to be related to the Partner;
- (d) customers signed up as a Partner Customer in a manner which is in breach of these Terms and Conditions; and
- (e) an account which we suspect is being used for wagering losses rebate purposes.

6. PARTNER OBLIGATIONS

6.1 The Partner agrees that it will:

- (a) act in accordance with the obligations imposed on it as outlined in these terms and conditions;
- (b) comply with the marketing obligations outlined at section 6.2
- (c) comply with the legal and regulatory obligations outlined at section 6.3;
- (d) observe and comply with all applicable Company policies, procedures and protocols as advised and amended from time to time;
- (e) comply with any and all reasonable directions provided by the Company in relation to its role as a Partner;
- (f) not use the Company's intellectual property without express, written approval;
- (g) not pass-off the Company as its own business or brand via any advertising (including social media or other advertising mediums).

6.2 In respect of any marketing activity undertaken by the Partner in relation to the Company, the Partner acknowledges and agrees that it will:

- (a) comply with the legal and regulatory obligations outlined at section 6.3;
- (b) only publish or communicate advertisements which have been expressly approved by the Company;
- (c) not engage in any conduct which promotes wagering to under 18s;
- (d) not publish any advertisement in breach of the AANA Code of Ethics or the AANA Wagering Advertising & Marketing Communications Code;
- (e) not send any direct marketing to any individual without their express consent to receive direct marketing; and
- (f) not use or bid on any keywords that contain 'betr', 'betr.com' or betr.com.au';

6.3 The Partner acknowledges that the Company operates in a highly regulated environment and agrees to conduct itself in a manner which complies with:

- (a) the Northern Territory Code of Practice for Responsible Online Gambling
- (b) all state and federal gambling rules, regulations and legislation (for example, *Interactive Gambling Act 2001* (Cth), *Betting and Racing Act 1998* (NSW), *Gambling Regulation Act 2003* (Vic) and the *Authorised Betting Operations Gambling Code of Practice* (SA).

- (c) any direction, code, guideline or policy published by the Northern Territory Racing Commission;
- (d) Laws relevant to marketing services provided under this Agreement such as (but not limited to) Privacy Law, Consumer Law and the *Spam Act 2003* (Cth); and
- (e) any reasonable direction provided by the Company in relation to regulatory compliance.

7. SUSPENSION OF PARTNER

- 7.1 The Company may, at its discretion, suspend the Partner's account for any period of time in the event the Partner is in breach of these terms and conditions or where the Company suspects (on reasonable grounds) the Partner is in breach of these terms and conditions.
- 7.2 The Company will notify the Partner if it determines to suspend the Partner's account and provide the reasons for such suspension. Without prejudicing the Company's rights under section 5, the parties will work together in good faith to address the Company's concerns.
- 7.3 In the event the Company suspends the Partner's account, the Partner's rights under these terms and conditions (including those to earn commission) will be suspended for the duration of the suspension.

8. TERMINATION

- 8.1 Either party may terminate the Partner Account by notice to the other party:
- (a) A party suffers an Insolvency Event; or
 - (b) A party commits disreputable conduct which brings the other party's name into disrepute; or
 - (c) At any time with or without cause by serving the other party a minimum of 30 days written notice (via email) of termination.
- 8.2 The Company may terminate the Partner account immediately by notice to Partner if:
- (a) The Partner breaches any term of these Terms and Conditions; or
 - (b) The Company considers, in its sole discretion, that the Partner is unsuitable to be an Partner; or
 - (c) The Partner fails to refer a minimum of four new cash depositing Partner Customers within any 3 month period; or
 - (d) The Partner, its directors, employees, contractors or representatives are in breach of any Law; or
 - (e) The Company sells its business to another person; or
 - (f) the Partner sells its business or any part thereof to a competitor of the Company.
- 8.3 The Partner may terminate its Partner Account immediately by notice to Partner If the Company breaches any material term of these Terms and Conditions and fails to remedy the breach within 10 Business Days of receiving a notice from the Partner to remedy the breach.

9. EFFECT OF TERMINATION

- 9.1 Upon termination of an Partner Account all rights and licences of the Partner are immediately terminated and the Partner is required to immediately:
- (a) remove all tracking links and other sign-up related content from its website(s);
 - (b) cease all use of the Company related advertising, marketing and promotional material;
 - (c) cease promoting and representing any associate with the Company by any means;
 - (d) cease all use of any the Company Intellectual Property; and
 - (e) return and/or destroy any Confidential Information.
- 9.2 Upon termination the Partner:
- (a) will no longer have login access to their account through the Company's Partner Website;
 - (b) will no longer be able to sign up any Partner Customers; and
 - (c) will, in the Company's sole discretion, be entitled to receive unpaid Commission earned by you up to and prior to the date of termination (subject to these terms and conditions).
- 9.3 Subject to s4.4 of this agreement:
- (a) In the event of reasonable termination for cause by either party, the Partner shall be entitled to receive ongoing commission payments for a period of one month following the effective date of termination. In the event of reasonable termination for convenience by either party, the Partner shall be entitled to receive ongoing commission payments for a period of three (3) months following the effective date of termination.

10. INDEMNITY

- 10.1 The Partner indemnifies the Company in respect of any liability, claim, demand, proceeding, damage, loss or cost arising out of or in connection with:
- (a) any act or omission of the Partner in connection with these Terms and Conditions;
 - (b) any breach of these Terms and Conditions by the Partner;
 - (c) any negligence or any misleading or deceptive conduct by or on behalf of the Partner;
 - (d) any failure of the Partner to provide the Company with correct and accurate information; and
 - (e) any failure of the Partner to keep account details or passwords secure and confidential.
- 10.2 The Partner agrees that, to the fullest extent permitted by law, that the Company will not be liable to the Partner for any loss, damage, claim or cost arising out of:
- (a) Any changes to the Digital Marketing Partnership made by the Company, including any suspension or termination of the Partnership;

- (b) Any issue arising out of or in connection with the Website, the Partnership, Your Partner Account or the running of the Company's business as a sports bookmaker generally; or
- (c) Any Partner Customer account closure or reassignment of Partner Customer as provided for in these Terms and Conditions.

11. GST

- 11.1 Except as provided in this clause and unless otherwise stated, all consideration (whether monetary or non-monetary) payable or to be provided in connection with an Partner Account is exclusive of GST.

12. WAIVER

- 12.1 No delay or failure by the Company to exercise or enforce at any time any right or provision of these Terms and Conditions shall be considered a waiver of the Company's right to exercise or enforce each and every right and provision it has under these Terms and Conditions.

13. ASSIGNMENT

- 13.1 The Partner cannot assign, transfer, encumber or otherwise deal with its rights or obligations under these Terms and Conditions, or purport to do so, without the prior written consent of the Company.
- 13.2 If you sell your business or the majority shareholding of your company to another person, you must promptly make disclosure about the parties involved in the sale to the Company. The Company may require the Partner to enter into a new agreement with the Company or terminate the Agreement in accordance with clause 8.

14. SEVERABILITY

- 14.1 If any provision of these Terms and Conditions shall be held illegal, invalid or unenforceable, in whole or part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable and the legality, validity and enforceability of the remaining provisions shall not be affected.

15. RELATIONSHIP OF PARTIES

- 15.1 Nothing contained in these Terms and Conditions will create a joint venture, partnership or agency relationship between the Partner and the Company and neither party will represent that it is the joint venturer, the partner or the agent of the other party. The Partner acts as principal in all dealings and will be solely responsible for carrying out all of its obligations in relation to its Partner Account.

16. GOVERNING LAW

- 16.1 The laws of Northern Territory govern these Terms and Conditions. The Partner submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Northern Territory in connection with its Partner Account.