

# TERMS AND CONDITIONS

Last updated: 16 February 2018.

These Terms and Conditions form a legally binding agreement between an Affiliate applicant (or an approved Affiliate) ("Affiliate") and Ladbrokes Digital Australia Pty Ltd ABN 25 151 956 768 ("Bookmaker") in relation to the Bookmaker.com.au Affiliate Program (the "Program").

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

Print off and/or save a copy of these Terms and Conditions for your records.

## APPLICATION OF TERMS

1. An Affiliate applicant may not apply to or participate in the Program and may not accept the Terms and Conditions if they are not of legal age to form a binding contract with Bookmaker, or are otherwise precluded from participating in the Program under the laws of the country in which they are resident.
2. By submitting an application to participate in the Program, an Affiliate applicant applies to join the Program on the Terms and Conditions set out in this Agreement. The Terms and Conditions shall be deemed accepted by an Affiliate upon the earlier of: (i) submitting an application to participate in the Program; or (ii) continued participation in the Program ("the Commencement Date").
3. Bookmaker may make changes to the Terms and Conditions from time to time, and Bookmaker will make a new copy of the Terms and Conditions available on the Program Website. When Bookmaker posts changes to the Terms and Conditions, the "Last updated" date at the top of the Terms and Conditions will be updated. The Affiliate is responsible for ensuring it is update to date with the Terms and Conditions. The Affiliate's continued participation in the Program following Bookmaker's posting of updated Terms and Conditions on the Program Website will constitute binding acceptance of the updated Terms and Conditions. If any updated Terms and Conditions are not acceptable to the Affiliate, then the Affiliate's only remedy is to terminate this Agreement.

## ENROLLMENT

4. To enroll, please read this Agreement and then submit a complete BookmakerAffiliates.com.au account application to via the Program Website. An Affiliate applicant is also required to complete an attestation. Bookmaker will evaluate the application and attestation, and notify the Affiliate applicant of whether the application was accepted. An application will be rejected if Bookmaker determines, in its sole discretion, that the Affiliate Website site is unsuitable for any reason, including but not limited to, sites that are under construction, aimed at children, promote sexually explicit materials, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities, or violates Intellectual Property Rights.
5. By completing and submitting a BookmakerAffiliates.com.au account application, an Affiliate applicant warrants that:
  - a. It will perform its obligations under this Agreement with due care and skill and in a proper and professional manner; and
  - b. the information contained in the application is true and correct.
6. Affiliate agrees to provide Bookmaker with copies of any supporting documents requested by Bookmaker to verify the identity of the Affiliate. For individuals, this may include a valid passport, valid drivers licence, utility bill, bank statement. For corporations, this may include identification documents for directors and/or beneficial owners or the company's certificate of incorporation. For trusts, this may include a trust deed. Affiliate acknowledges that they may not be paid commission until they have provided all documents requested by Bookmaker.

## AFFILIATE OBLIGATIONS

7. Affiliate shall:

- a. use best commercially reasonable efforts to actively and effectively advertise, market and promote Bookmaker as widely and aggressively as possible in order to maximize the financial benefit to both Affiliate and Bookmaker.
  - b. promote Bookmaker no less prominently than any other bookmaker promoted on their website(s).
  - c. only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon the business reputation of the Bookmaker brand.
  - d. bear all costs and expenses incurred in connection with the advertising, marketing and promotion of Bookmaker to their customers.
  - e. complete an Affiliate attestation every 12 months at the request of Bookmaker.
  - f. ensure that all materials posted on the Affiliate Websites are not libelous, unlawful, illegal or in breach of any third party rights.
  - g. act within the spirit of the Bookmaker Responsible Gambling Policy and, in particular, must not knowingly procure as Affiliates any Minors or persons known to be acting on behalf of Minors.
  - h. Refer on average, at least one (1) new depositing Affiliate Client per month during any three consecutive three (3) month period, by calendar month ("the Minimum Referral Requirement").
  - i. Actively and respectfully promote the Bookmaker brand to the best of their ability, in a positive manner, at all times, including but not limited to; online advertising on website(s), offline marketing such as business cards / promotional codes, social networking or any other media.
8. Affiliate shall not:
- a. solicit, entice, incentivise, promote to or otherwise encourage in any way, any Affiliate Client to cease betting with Bookmaker and/or directly join another bookmaker.
  - b. purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, trademarks or other intellectual property that are substantially identical with or deceptively similar to any of Bookmaker's trademarks, domain names, identifiers or other intellectual property associated with Bookmaker.
  - c. purchase, acquire, licence, register, seek to register or use any keywords, search terms or other identifiers for use in any search engine, portal, social network, blog, sponsored advertising service, advertising network, or other search or referral service (e.g. as part of the Google AdWords program) that are substantially identical with or deceptively similar to any of Bookmaker's trademarks, domain names, identifiers or other intellectual property associated with Bookmaker.
  - d. Use any metatag keywords on any Affiliate Website that are substantially identical with or deceptively similar to any of Bookmaker's trademarks, domain names, identifiers or other intellectual property associated with Bookmaker.
  - e. use any URL or domain name containing any trademarks and/or other intellectual property of Bookmaker for the intention of search engine optimization.
  - f. place banners and links within unsolicited emails, unauthorised newsgroup postings, chat rooms or through the use of "bots".
  - g. create, publish, distribute, or permit any written material that makes reference to Bookmaker without first submitting such material to Bookmaker and receiving prior written consent, which shall not be unreasonably withheld.
  - h. represent or hold itself out as, represent itself as, or act as if it is Bookmaker or part of the Bookmaker group of companies on any social networking sites, forums, blog websites or otherwise.

- i. Hold itself out as or suggest in any way that it is employed by Bookmaker and/or the Bookmaker group of companies.
  - j. intentionally promote Bookmaker to Minors.
  - k. establish or operate a website that is deceptively similar in look and feel to the Bookmaker Website.
  - l. make representations about Bookmaker that are untrue, misleading or deceptive or that Bookmaker has directed not to be made.
  - m. spam potential customers or engage in unsolicited bulk email, SMS or telephone marketing.
  - n. engage in misleading marketing, including online.
  - o. conduct itself in any way which brings or could bring Bookmaker or Bookmaker's reputation into disrepute.
9. Affiliate must comply with all relevant laws and regulations, including, without limitation:
  - a. Privacy Laws;
  - b. the Spam Act 2003;
  - c. the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;
  - d. the Australian Consumer Law; and
  - e. all relevant wagering or gambling laws, regulations, codes and guidelines.
10. If Affiliate becomes aware of any matter, fact or circumstance that is likely to put Bookmaker in breach of any law or regulation, or result in a breach of this Agreement by either party, or which may prejudice the security or integrity of the Bookmaker Website or the Bookmaker's business, then Affiliate must notify Bookmaker in writing as soon as reasonably practicable after becoming aware of the matter.
11. Affiliate agrees to provide reasonable assistance to Bookmaker if required to meet legal, regulatory or license requirements or conditions.
12. Affiliate must follow all reasonable directions of Bookmaker relevant to Affiliate's performance under this Agreement. If requested by Bookmaker, Affiliate must cease any conduct, including any form or method of advertising or marketing, relevant or related to Affiliate's performance under this Agreement.
13. It is the responsibility of the Affiliate to ensure that the correct tracking is utilised on their website. Bookmaker will not change the Affiliate tracking ID for referrals resulting from incorrect or incomplete tracking. Bookmaker is not responsible for Commission generated from referrals with incorrect or incomplete referral information.
14. The Affiliate should ensure Bookmaker has received the correct bank account details, and notify Bookmaker of any change required to such bank account details
15. An Affiliate Client will cease to be an Affiliate Client under this Agreement if:
  - a. Bookmaker, exercising its absolute discretion, terminates the Betting Account of the Affiliate Client, from the date of termination;
  - b. The Affiliate Client closes (or asks Bookmaker to close) its Betting Account, from the date of closure; or
  - c. The circumstance described in clause 20 of this Agreement applies in respect of that client. .
16. Affiliate performance will be reviewed annually, based on the date of acceptance of the Program application.

## BOOKMAKER' OBLIGATIONS

17. Bookmaker will:
  - a. make a variety of graphic and textual links available to Affiliate for placement on its website(s). Subject to the Terms and Conditions, an Affiliate may display the links as often and in as many areas of Affiliate Websites as desired.
  - b. maintain a record of each Affiliate Client introduced by the Affiliate and each of the Affiliate Client's transactions.
  - c. make available reports summarising wagering activity of Affiliate Clients. The form, content and frequency of the reports available at the Program Website may vary from time to time.
18. Bookmaker will not be responsible or liable for any payment to any Affiliate Client or the Affiliate if:
  - a. Any New Client does not register for Betting Account;
  - b. Any New Client fails to satisfy the Bookmaker customer identification and verification requirements;
  - c. Bookmaker, exercising its absolute discretion, suspends or terminates the Betting Account of an Affiliate Client, other than for any payments of the Commission that are due and payable up to and including the date of suspension or termination of the Betting Account; or
  - d. An Affiliate Client closes their Betting Account (or Bookmaker closes their Betting Account at their request), other than for payments of Commission that are due and payable up to and including the date of closure of the Betting Account.

## COMMISSION

19. Subject to clause 21, Bookmaker will pay the Commission to an Affiliate for each Commission Period by the 17th business day of the following calendar month.
20. An Affiliate Client will cease to be an Affiliate Client if they have not made a real money bet and/or real money deposit for 12 months, or at Bookmaker discretion a shorter period of time if the Affiliate Client is reintroduced to Bookmaker by another party. If an Affiliate Client has not made real money deposits and/or real money bets to demonstrate that the Affiliate Client is a genuine client, that Affiliate Client may cease to be an Affiliate Client at any time.
21. If the Minimum Commission is not reached in Commission Period, no Commission will be paid in respect of that Commission Period and the Commission will be carried over into the next Commission Period, or subsequent Commission Periods, until such time as the Minimum Commission is reached.
22. Any negative earnings will be zeroed at the end of each Commission Period and will not be carried forward to the following Commission Period.
23. If 50% or more of an Affiliate's turnover, Net Revenue or income (any figure) is dominated by 1 (one) Affiliate Client, we reserve the right to carry forward losses or another arrangement at our discretion.
24. Bookmaker shall use reasonable endeavours to make payments due to the Affiliate using the payment details provided to it. Any Commission payable to the Affiliate, which cannot be paid due to the Affiliate's failure to provide any or correct bank account details to Bookmaker, will result in the Commission being carried forward until the next available monthly payment run. Bookmaker will not be liable for payments made to any incorrect bank account due to the Affiliate providing Bookmaker with incorrect bank account details.
25. Affiliate should notify Bookmaker of any claimed error or dispute in relation to an invoice or payment within 3 months of the date of the relevant invoice or payment. Failure to do so will result in the Affiliate losing all rights to dispute any such invoice or payment thereafter.

## GST

26. If GST is payable on a Taxable Supply made under this Agreement, the party providing the Consideration for that Taxable Supply must also pay the amount of GST payable in respect of that Taxable Supply as additional Consideration.
27. Subject to clause 29, the provision of Consideration under this Agreement is not required until the Affiliate has provided to Bookmaker a Tax Income or Adjustment Note as the case may be.
28. Any reference in this Agreement to revenue, price, sales or a similar amount, or to cost, expense or other similar amount is a reference to that amount exclusive of GST.
29. For the purpose of satisfying the requirements of the GST Law and any additional requirements as determined by the Commissioner of Taxation from time to time, Bookmaker and Affiliate agree that:
  - a. Bookmaker may issue a Recipient Created Tax Invoice in respect of any Specified Supply by Affiliate to Bookmaker under this Agreement;
  - b. Affiliate will not issue a Tax Invoice in respect of any Specified Supply by Affiliate to Bookmaker under this agreement unless Bookmaker will not be issuing a Recipient Created Tax Invoice for that Specified Supply and has notified Affiliate that it will not be issuing the Recipient Created Tax Invoice;
  - c. Affiliate will not issue a Tax Invoice in respect of any Specified Supply by the Affiliate to Bookmaker under this Agreement where Bookmaker has issued a Recipient Created Tax Invoice for that Specified Supply and given a copy to Affiliate;
  - d. Bookmaker will issue the original or a copy of the Recipient Created Tax Invoice to Affiliate within 28 days after the later of the date of the relevant Specified Supply is made or its value determined and will retain a copy/original;
  - e. Bookmaker is registered for GST purposes when this Agreement is entered into. Bookmaker will notify the Affiliate if it ceases to be registered for GST purposes or ceases to satisfy the requirements for issue Recipient Created Tax Invoice as set out in the GST Law or as determined by the Commission of Taxation from time to time;
  - f. The Affiliate is registered for GST purposes when this Agreement is entered into. The Affiliate will notify Bookmaker if it ceases to be registered for GST purposes.
  - g. Bookmaker will issue the original or a copy of an Adjustment Note to Affiliate within 28 days after the adjustment is identified and will retain a copy/original; and
  - h. Bookmaker will not issue a document that would otherwise be a Recipient Created Tax Invoice on or after the date on which Bookmaker or Affiliate has failed to comply with any of the requirements for issuing Recipient Created Tax Invoices as set out in the GST Law or as determined by the Commissioner of Taxation from time to time.

## INTELLECTUAL PROPERTY

30. All Intellectual Property Rights belonging to a party before entering into this Agreement will be retained by that party.
31. Bookmaker grants to Affiliate a royalty-free, non-exclusive, non-transferable and revocable license during the Term to use the Bookmaker trademarks and brands to the extent necessary to advertise, market and promote Bookmaker.

## CONFIDENTIAL INFORMATION

32. A party who is a recipient (the "Recipient") of Confidential Information of the other party (the "Discloser") must keep such Confidential Information strictly confidential, must not disclose it to any third party unless expressly permitted herein, and must use such Confidential Information only for the purposes of this Agreement.
33. Where Bookmaker creates a report, that report will be Confidential Information of Bookmaker, and Affiliate must keep such Confidential Information strictly confidential, must not disclose it to any third party unless expressly permitted by Bookmaker, and must use such Confidential Information only for the purposes of this Agreement.
34. A party may only use other party's Confidential Information as required for the proper performance of this Agreement.
35. A party may only disclose the other party's Confidential Information:
  - a. to persons who need the information for the proper performance of this Agreement;
  - b. as required by law or by a stock exchange; or
  - c. to a legal, financial or other advisor including an auditor.Any such disclosure must be made on an expressly confidential basis.
36. The obligations under these Confidentiality clauses 32 to 36 survive expiry and termination of this Agreement.

## PRIVACY OBLIGATIONS

37. If, as a result of this Agreement, Affiliate is able to access any Personal Information about identifiable individuals, then Affiliate must:
  - a. comply with all applicable provisions of the Privacy Act which concern regulate the collection, storage, security, use and disclosure of Personal Information;
  - b. take all reasonable measures to ensure that Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse and that only authorised representatives, employees and officers have access to it;
  - c. not to transfer such information outside Australia, or allow non-Affiliates outside Australia to have access to it;
  - d. immediately to notify Bookmaker when it becomes aware of any breach of this clause by itself or any representative, employee or officer;
  - e. to take all reasonable steps to ensure that Personal Information provided to it in connection with this Agreement is accurately recorded.

## INDEMNITY

38. The Affiliate will indemnify and forever hold Bookmaker harmless from all actions, claims, liabilities, losses, damages, costs, and expenses, including legal costs, fines and penalties, arising from or in connection with any breach by the Affiliate of this Agreement.

## TERMINATION

39. Bookmaker may in its absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to the Affiliate.
40. Affiliate may in its absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to Bookmaker by email to support@BookmakerAffiliates.com.au.

41. Bookmaker may immediately terminate this Agreement by giving written notice to the Affiliate if the Affiliate breaches the Agreement and:
  - a. The breach is material and not capable of being remedied; or
  - b. The breach is material and the Affiliate fails to remedy the breach within 5 days of being notified in writing.
42. A material breach may include that the Affiliate breaches any of the Affiliate obligations. For example, if the Affiliate:
  - a. is not an active member of the Program and/or the Minimum Referral Requirement is not met.
  - b. solicits, entices, incentivises, promotes to or otherwise encourages in any way, any Affiliate Client to cease betting with Bookmaker and/or directly join another bookmaker
  - c. fails to notify Bookmaker of any matter, fact or circumstance that is likely to put Bookmaker in breach of any law or regulation, or result in a breach of this Agreement by either party, or which may prejudice the security or integrity of the Bookmaker Website or the Bookmaker's business.
  - d. fails to provide reasonable assistance to Bookmaker to meet legal, regulatory or license requirements or conditions.
  - e. does not follow a reasonable direction given to it by Bookmaker.
  - f. conducts itself in any way which brings or could bring Bookmaker or Bookmaker's reputation into disrepute.
43. Bookmaker may immediately terminate this Agreement by giving written notice to the Affiliate if:
  - a. Affiliate commits a criminal offence, commits a fraud, or breaches any law or regulation.
  - b. Bookmaker is of the reasonable opinion that as a consequence of the actions of Affiliate, Bookmaker may be liable for loss or suspension of its license or the imposition of any penalty under its license or law or regulation.
  - c. Bookmaker is of the reasonable opinion that the Affiliate is not a genuine Affiliate or that the Affiliate is the recipient of Net Revenue from wagering activity on another person's Betting Account.
  - d. Affiliate undergoes a change of control and the person who acquires control of Affiliate either:
    - i. lacks the financial or technical capability to perform its obligations under this Agreement,  
or
    - ii. is a competitor or existing affiliate of Bookmaker;
  - e. Affiliate assigns or purports to assign its rights otherwise than as permitted by this Agreement;
  - f. requested to do so by a relevant government official;
  - g. Bookmaker's license is terminated or suspended for any reason;
  - h. Affiliate becomes Insolvent or, being a natural person, commits an act of bankruptcy.
  - i. Affiliate assigns any part of this Agreement without the prior consent of Bookmaker.
44. If this Agreement is terminated under clauses 39 to 43:
  - a. Affiliate must cease using any of Bookmaker's intellectual property;

- b. Affiliate's sole right and remedy is to receive any outstanding Commission owing at the Termination Date; and
  - c. Affiliate is not entitled in contract, tort or otherwise to any additional payment or compensation for any loss or expense incurred as a result of termination of this Agreement.
45. The termination of the Affiliate under clauses 39 to 43 will not affect any other right or remedy of Bookmaker.

## COOKIES

46. Bookmaker tracking cookies expire after 30 days if a visitor does not register a Betting Account in this time. For example, if a potential New Client clicks through Affiliate A's link but does not register an account, and if on another occasion the same New Client then clicks through Affiliate B's link and registers a Betting Account then Affiliate B will receive credit for the Affiliate Client.

## AFFILIATE BETTING ACCOUNT

47. The Affiliate is allowed to open and operate a Betting Account with Bookmaker. The Affiliate cannot have their own Betting Account tracked to their Affiliate Account and therefore not entitled to any Net Revenue from wagering activity using their own Betting Account.

## GENERAL TERMS AND INTERPRETATION

### Governing Law

48. This Agreement is governed by and is to be construed in accordance with the laws applicable in Queensland, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts in Queensland, Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

### Assignment

49. Bookmaker may assign this Agreement as part of a sale of all, or substantially all, of the assets of the business.
50. Affiliate must not assign any part of this Agreement without the prior consent of Bookmaker.

### Severability

51. If part or all of any provision of this Agreement is illegal or unenforceable in a particular jurisdiction, then such provision may be read down or severed from this Agreement to the extent of such illegality or unenforceability in that jurisdiction, and the remaining provisions of this Agreement continue in force.

### Entire Agreement

52. This Agreement:
- a. constitutes the entire agreement between the parties as to its subject matter; and
  - b. in relation to that subject matter, supersedes any prior understanding, arrangement or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### Waiver and exercise of rights

53. A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right. A party is not liable for any loss, cost or expense of

any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

## **Relationship**

54. Except as otherwise expressly provided in this Agreement, nothing contained or implied in this Agreement constitutes a party the partner, agent, or legal representative of the other party for any purpose or creates any partnership, agency or trust, and no party has any authority to bind the other party in any way.

## **Personal Information Collection Statement**

55. When you apply to be an Affiliate with Bookmaker, Bookmaker collects certain information about you to assess your suitability to be approved as an affiliate and to administer your participation in our affiliate program. This information includes your name, contact details, bank account and identity verification. We may disclose your personal information to our Related Bodies Corporate, professional advisors, service providers, contractors and other third parties who assist us in operating our business, for example to companies that provide identification verification services (such as Green ID and Equifax) and our bank. For the purposes of verifying your identification using the Document Verification Service you confirm that you are authorised to provide the details that you provide to us during the affiliate sign-up and identity verification process. This information is sought and used for the purpose of undertaking an information match request in relation to relevant Official Record Holder information and that a corresponding information match result will be provided via the use of third party systems. You acknowledge and consent to the use and access of your information in this way. We may also disclose your information to a government agency, the police, a regulatory, racing or sporting body, a court if requested or we are required to do so, or to other organisations to verify your compliance with these terms and conditions. We may disclose your personal information overseas to organisations including our Related Bodies Corporate and contractors, including providers of payment services, in countries including the US, the UK, New Zealand, Germany and the Philippines. Calls to and from us may be recorded for security and compliance purposes. Our Privacy Policy contains information about how you can access or seek correction of your personal information, or make a complaint.

## **Interpretation**

56. In this Agreement unless the contrary intention appears:
- a. a reference to an agreement or another instrument includes any variation or replacement of either of them; and
  - b. a reference to an annexure or schedule is a reference to an annexure or schedule to this Agreement and a reference to this Agreement includes a recital, annexure or schedule; and
  - c. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
  - d. the word person includes a firm, body corporate, unincorporated association or an authority; and
  - e. a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and
  - f. all dollar amounts are expressed in Australian dollars; and
  - g. if the day on which the payment of money falls due is not a Business Day, the due date will be deemed to be the next Business Day;
  - h. an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally; and

- i. GST terms used in this Agreement that are not defined above and that are defined in the GST Act have the meaning given in that Act, unless the context makes it clear that a different meaning is intended.

57. Headings are included for convenience and do not affect the interpretation of this Agreement.

## DEFINITIONS

<b>Affiliate Client</b>	A genuine New Client or Inactive Client who is introduced to Bookmaker by the Affiliate, but does not include an account for a Minor or an account described in clause 20.
<b>Agreement</b>	This agreement.
<b>Affiliate Website</b>	Any website operated by an Affiliate as an Affiliate Website, as entered in the application form submitted by the Affiliate when they applied to join the Program through the Program Website, and any other websites agreed by the parties from time to time.
<b>Betting Account</b>	A betting account opened by an Affiliate Client with Bookmaker.
<b>Commission</b>	The amount payable to an Affiliate calculated as the Commission Rate multiplied by an Affiliate's Net Revenue.
<b>Commission Period</b>	Each calendar month during the Term.
<b>Commission Rate</b>	The commission rate set out on the "Commission" section of the Program Website at the time that an Affiliate became an Affiliate under this Agreement. The Commission Rate applies even if the commission rates published on the Program Website change after the time that an Affiliate became an Affiliate.
<b>Confidential Information</b>	Non-public information, but excludes the Excluded Information.
<b>Excluded Information</b>	Information that: <ul style="list-style-type: none"> <li>(a) is received by a party who is a Recipient from a third party who is not under an obligation of confidence in relation to such information;</li> <li>(b) is generally and publicly available other than as a result of a breach of confidence by the person disclosing or receiving the information;</li> <li>(c) has been independently developed by the Recipient's Personnel who do not have access to any of the Discloser's Confidential Information; or</li> <li>(d) was lawfully known to the Recipient prior to receipt of the information from the Discloser.</li> </ul>
<b>Intellectual Property Rights</b>	All intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
<b>Insolvent</b>	A person is Insolvent if: <ul style="list-style-type: none"> <li>(a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth));</li> <li>(b) it has had a controller appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;</li> <li>(c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this Agreement);</li> </ul>

	<p>(d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;</p> <p>(e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;</p> <p>(f) it is the subject of an event described in section 459(C)(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this Agreement reasonably deduces it is so subject);</p> <p>(g) it is otherwise unable to pay its debts when they fall due; or</p> <p>(h) something having a substantially similar effect to any or all of (a) to (g) happens in connection with that person under the law of any jurisdiction.</p>
<b>Bookmaker Website</b>	www.Bookmaker.com.au
<b>Minimum Commission</b>	One hundred Australian dollars (\$100 AUD).
<b>Minimum Referral Requirement</b>	<p>In any consecutive three (3) month period by calendar month, the Affiliate must refer, on average, at least one (1) new Affiliate Client per month that:</p> <ul style="list-style-type: none"> <li>a. make a first deposit; and</li> <li>b. satisfy the customer identification and verification requirements.</li> </ul>
<b>Minor</b>	A person under the age of 18.
<b>Net Revenue</b>	<p>The gross turnover of the total betting transactions of Affiliate's Affiliate Clients wagered through their Betting Account during the previous month, after deduction of:</p> <ul style="list-style-type: none"> <li>a. any payments to Affiliate Clients as winnings or refunds;</li> <li>b. any betting duties or taxes (or provisions therefore) for or related to each Betting Account transaction or Affiliate Client;</li> <li>c. any debt or other amount owing by the Affiliate Client to Bookmaker;</li> <li>d. any amount owing to or withheld by Bookmaker as a result of any fraud or suspected fraud by the Affiliate Client;</li> <li>e. any returned stakes to Affiliate Client;</li> <li>f. any free, discounted or matched bet or any bet/deposit bonuses or other incentives offered to the Affiliate Client;</li> <li>g. any reversed transactions or charge-backs;</li> <li>h. any void or voided bets by an Affiliate Client; and</li> <li>i. any administration fees.</li> </ul>
<b>New Client</b>	A potential client who has never held a Betting Account with Bookmaker.
<b>Personal Information</b>	as defined in the Privacy Act 1988 (Cth).
<b>Personnel</b>	Employees and individual contractors, whether full-time, part-time or casual.
<b>Privacy Laws</b>	The Privacy Act 1988 (Cth) and any other requirement under Australian law, industry code, policy or statement relating to the handling of Personal Information.
<b>Program Website</b>	The website of the Program, currently www.Bookmakeraffiliates.com.au

<b>Term</b>	From the Commencement Date until the Termination Date.
<b>Termination Date</b>	The date upon which this Agreement terminates in accordance with the terms and conditions set out in this Agreement.
<b>Terms and Conditions</b>	The terms and conditions set out in this Agreement.