

# TERMS AND CONDITIONS

Last updated: 1 August 2019.

These Terms and Conditions form a legally binding agreement between:

- an applicant to any of our Affiliate Programs and approved Affiliates ("you"); and
- GVC Australia Pty Ltd ABN 25 151 956 768 ("we", "our", "us"),

in relation to the relevant Affiliate Program.

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

Print off and/or save a copy of these Terms and Conditions (as amended from time to time) for your records.

## APPLICATION OF TERMS

1. You may not apply to or participate in the Affiliate Program and may not accept these Terms and Conditions if you are a Minor or are otherwise precluded from participating in the Affiliate Program under the laws of the country in which you are resident.
2. By submitting an application to participate in the Affiliate Program, you are applying to join the Affiliate Program on the Terms and Conditions set out in this Agreement. The Terms and Conditions shall be deemed accepted by you upon the earlier of: (i) the date you submit an application to participate in the Affiliate Program; or (ii) the date you commence participation in the Affiliate Program ("the Commencement Date").
3. We may make changes to the Terms and Conditions from time to time (other than changes detrimental to you relating to your termination rights), in which case we will make a new copy of the Terms and Conditions available on the Program Website. When we post changes to the Terms and Conditions, the "Last updated" date at the top of the Terms and Conditions will be updated. You are responsible for ensuring you are up to date with the most recent Terms and Conditions. Your continued participation in the Affiliate Program following our 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 you, then your only remedy is to terminate this Agreement by providing written notice to us under clause 43.

## ENROLMENT

4. To enrol in the Affiliate Program, please read these Terms and Conditions and then submit a complete account application via the Program Website. We will evaluate your application, and notify you of whether the application is accepted. An application will be rejected if we determine, in our sole discretion, that any 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. Your application will only relate to the specific Affiliate Program you have applied for and does not extend to any other of Our Brands. You must not attempt to open more than one affiliate account per Affiliate Program without our written approval.
6. By completing and submitting an account application, you warrant that:
  - a. you have read and understood the Terms and Conditions;
  - b. if the application is accepted you will perform your obligations under this Agreement with due care and skill and in a proper and professional manner; and
  - c. the information contained in the application is true and correct.

7. You agree to provide us with copies of any supporting documents requested by us to verify your identity. For individuals, this may include a valid passport, valid driver's licence, utility bill and bank statement. For corporations, this may include identification documents for directors and/or beneficial owners and the company's certificate of incorporation. For trusts, this may include a trust deed. You acknowledge that you may not be paid Commissions under this Agreement until you have provided all documents requested by us.

## YOUR OBLIGATIONS AS AFFILIATE

8. You must:
- a. use best commercial efforts to actively and effectively advertise, market and promote Our Brand as widely and aggressively as possible in order to maximize the financial benefit to both you and us;
  - b. promote Our Brand no less prominently than any other bookmaker promoted on your website(s);
  - c. only engage in advertising, marketing and promotional efforts which do not violate any law and which reflect positively upon the reputation of Our Brand;
  - d. bear all costs and expenses incurred in connection with the advertising, marketing and promotion of Our Brand to your customers;
  - e. ensure that all materials posted on the Affiliate Websites are not libelous, unlawful, illegal or in breach of any third party rights;
  - f. act within the spirit of the Responsible Gambling Policy and, in particular, not knowingly procure as Affiliate Clients any Minors or persons known to be acting on behalf of Minors;
  - g. achieve the Minimum Referral Requirement;
  - h. provide reasonable assistance to us to meet legal, regulatory or license requirements or conditions, at your own cost; and
  - i. actively and respectfully promote Our Brand to the best of your ability, in a positive manner, at all times, including but not limited to; online advertising on Affiliate Website(s), offline marketing such as business cards / promotional codes, social networking or any other media.
9. You must not:
- a. solicit, entice, incentivise, promote to or otherwise encourage in any way, any Affiliate Client to cease betting with us and/or directly join another bookmaker;
  - b. purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, trade marks or other intellectual property that are substantially identical with or deceptively similar to any of our trade marks, domain names, identifiers or other intellectual property associated with us;
  - 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 our trade marks, domain names, identifiers or other intellectual property associated with us;
  - d. use any metatag keywords on any Affiliate Website that are substantially identical with or deceptively similar to any of our trade marks, domain names, identifiers or other intellectual property associated with us;
  - e. use any URL or domain name containing any of our trade marks and/or other intellectual property 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 advertising or written material that makes reference to us without first submitting such material to us and receiving our prior written consent, which shall not be unreasonably withheld;
  - h. represent or hold yourself out as or suggest in any way that you are us, employed by us and/or our group of companies;
  - i. intentionally promote us to Minors;
  - j. establish or operate a website that is deceptively similar in look and feel to any of Our Websites;
  - k. make representations about us that are untrue, misleading or deceptive or that we have directed not to be made;
  - l. spam potential customers or engage in unsolicited bulk email, SMS or telephone marketing, or call anyone on the Do Not Call Register;
  - m. engage in misleading marketing, including online;
  - n. actively market or promote Our Brand and services to persons from any Restricted Jurisdiction;
  - o. conduct yourself in any way which brings or could bring us, our related entities or our reputation into disrepute.
10. You must be familiar with, and 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, including State and Territory laws relating to the advertising of inducements.

Where you engage any geo-fencing or IP blocking software in order to identify where people are located and serve advertising based on those results, it is your sole responsibility to ensure that such technology is accurate and operating correctly at all times.

11. If you become aware of any matter, fact or circumstance that is likely to put us 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 Our Websites or Our Brand, then you must notify us in writing as soon as reasonably practicable after becoming aware of the matter.
12. You agree to provide reasonable assistance to us if required to meet legal, regulatory or license requirements or conditions.
13. You must follow all reasonable directions made by us relevant to your performance under this Agreement. If requested by us, you must cease any conduct, including any form or method of advertising or marketing, relevant or related to your performance under this Agreement.
14. It is your responsibility to ensure that the correct tracking is utilised on Affiliate Websites. We will not change your tracking ID for referrals resulting from incorrect or incomplete tracking. We are not responsible for Commission generated from referrals with incorrect or incomplete referral information.
15. You must ensure that we have received your correct bank account and contact details, and notify us in writing of any change required to such bank account or contact details. We will not be responsible for any loss that arises as a result of your failure to comply with this term, including in the event that we are unable to provide you with notifications in relation to this Agreement.

16. An Affiliate Client will cease to be an Affiliate Client under this Agreement if:
  - a. we terminate the Betting Account of the Affiliate Client, from the date of termination;
  - b. the Affiliate Client closes (or asks us to close) its Betting Account, from the date of closure; or
  - c. the circumstance described in clause 21 of this Agreement applies in respect of that Affiliate Client.
17. Your performance will be reviewed annually, based on the date of acceptance of your Affiliate Program application.

## OUR OBLIGATIONS

18. We will:
  - a. make a variety of graphic and textual links available to you for placement on the Affiliate Website(s). You may display the links as often and in as many areas of the Affiliate Websites as desired, provided that you:
    - i. are using the most recent version of the graphic and textual links we have provided;
    - ii. utilise the entire code for the graphic and textual links, and do not alter or remove any part of the code;
    - iii. do not display any other graphical or textual images relating to Our Brand that have not been provided by us,
  - b. maintain a record of each Affiliate Client introduced by you and each of the Affiliate Client's transactions for as long as they remain an Affiliate Client;
  - 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.
19. We will not be responsible or liable for any payment to any Affiliate Client or you if:
  - a. any prospective client you introduce to us does not register a Betting Account or registers a Betting Account with one of our other brands;
  - b. any prospective new client fails to satisfy our customer identification and verification requirements;
  - c. we suspend or terminate 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 we close 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

20. Subject to clauses 22 and 25, we will pay the Commission to you for each Commission Period by the 17th business day of the following calendar month.
21. 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 a shorter period of time at our discretion if the Affiliate Client is reintroduced to us by a third 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.
22. If the Minimum Commission is not reached in the 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. Without limiting

any other rights we have under this Agreement, we may also withhold payment of Commission if you are in breach of clause 8(g).

23. Any negative earnings at the end of each Commission Period will be carried forward to the following Commission Period.
24. If we have approved you having more than one affiliate account within one Affiliate Program, we will gross up payments under all of your accounts and make a maximum of one payment to you per Commission Period.
25. If 50% or more of your turnover, Net Revenue or income (any of them) is attributable to 1 (one) Affiliate Client, we reserve the right to review your account to determine whether any alternative arrangement should apply.
26. If we close an Affiliate Client's account for a breach or suspected breach of our terms of use, or have suspended an account pending investigation for suspected breach or verification, we will not pay Commission based on revenues generated by that Affiliate Client that are considered to breach our terms of use.
27. We will use reasonable endeavours to make payments due to you using the payment details provided by you. Any Commission payable to you which cannot be paid due to your failure to provide any or correct bank account details to us will result in the Commission being carried forward until the next monthly payment run. We will not be liable for payments made to any incorrect bank account or other loss due to you providing us with incorrect bank account details.
28. You must notify us 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.

## GST

29. 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.
30. Subject to clause 32, the provision of Consideration under this Agreement is not required until you have provided to us a Tax Invoice or Adjustment Note as the case may be.
31. 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.
32. 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, both parties agree that:
  - a. we may issue a Recipient Created Tax Invoice in respect of any Specified Supply by you to us under this Agreement;
  - b. you will not issue a Tax Invoice in respect of any Specified Supply by you to us under this Agreement unless we will not be issuing a Recipient Created Tax Invoice for that Specified Supply and have notified you that we will not be issuing the Recipient Created Tax Invoice;
  - c. you will not issue a Tax Invoice in respect of any Specified Supply by you to us under this Agreement where we have issued a Recipient Created Tax Invoice for that Specified Supply and given a copy to you;
  - d. we will issue the original or a copy of the Recipient Created Tax Invoice to you 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. we are registered for GST purposes when this Agreement is entered into. We will notify you if we cease to be registered for GST purposes or cease to satisfy the requirements for issuing Recipient

Created Tax Invoices as set out in the GST Law or as determined by the Commission of Taxation from time to time;

- f. you are registered for GST purposes when this Agreement is entered into. You will notify us if you cease to be registered for GST purposes;
- g. we will issue the original or a copy of an Adjustment Note to you within 28 days after the adjustment is identified and will retain a copy/original; and
- h. we will not issue a document that would otherwise be a Recipient Created Tax Invoice on or after the date on which we or you have 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

- 33. All Intellectual Property Rights belonging to a party before entering into this Agreement will be retained by that party.
- 34. We grant you a royalty-free, non-exclusive, non-transferable and revocable license during the Term to use our trade marks and brands to the extent necessary to advertise, market and promote Our Brand.

## CONFIDENTIAL INFORMATION

- 35. 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.
- 36. Where we create a report in connection with this Agreement, that report will be our Confidential Information and you must comply with clause 35 in relation to that report.
- 37. A Recipient may only use a Discloser's Confidential Information as required for the proper performance of this Agreement.
- 38. A Recipient may only disclose the Discloser'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.
- 39. The obligations under these confidentiality clauses 35 to 38 survive expiry and termination of this Agreement.

## PRIVACY OBLIGATIONS

- 40. If, as a result of this Agreement, you are able to access any Personal Information about identifiable individuals, then you must:
  - a. comply with all applicable provisions of the Privacy Act which concern or 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 transfer such information outside Australia, or allow any third party outside Australia to have access to it;
- d. immediately notify us when you become aware of any breach of this clause by you or any of your representatives, employees or officers;
- e. take all reasonable steps to ensure that Personal Information provided to you in connection with this Agreement is accurately recorded.

## INDEMNITY

41. You will indemnify and forever hold us and our related entities 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 you of this Agreement.

## TERMINATION

42. We may in our absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to you.
43. You may in your absolute discretion terminate this Agreement at any time for convenience by giving 30 days' written notice to us by email to the relevant Email Address for Notices.
44. We may immediately terminate this Agreement by giving you written notice if you breach the Agreement and:
- a. the breach is material and not capable of being remedied; or
  - b. the breach is material and you fail to remedy the breach within 5 days of being notified in writing.
45. A material breach may arise if you breach any of your obligations under this Agreement, including for example, if you:
- a. are not an active member of the Affiliate Program;
  - b. solicit, entice, incentivise, promote to or otherwise encourage in any way, any Affiliate Client to cease betting with us and/or directly join another bookmaker;
  - c. fail to notify us of any matter, fact or circumstance that is likely to put us 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 Our Website or Our Brand;
  - d. fail to provide reasonable assistance to us to meet legal, regulatory or license requirements or conditions;
  - e. do not follow a reasonable direction we give to you;
  - f. conduct yourself in any way which brings or could bring us, our related entities or our reputation into disrepute.
46. We may immediately terminate this Agreement by giving written notice to you if:
- a. you commit a criminal offence, commit a fraud, or breach any law or regulation;
  - b. we are of the reasonable opinion that as a consequence of your actions or actions you are responsible for, we may be liable for loss or suspension of our license or the imposition of any penalty under our license or law or regulation;
  - c. we are of the reasonable opinion that you are not a genuine Affiliate or that you are the recipient of Net Revenue from wagering activity on another person's Betting Account;
  - d. you undergo a change of control and the person who acquires control of you either:

- i. lacks the financial or technical capability to perform the obligations under this Agreement, or
    - ii. is a competitor or existing affiliate of ours;
  - e. you assign or purport to assign your rights otherwise than as permitted by this Agreement;
  - f. we are requested to do so by a relevant government official;
  - g. our license is terminated or suspended for any reason;
  - h. you become Insolvent or, being a natural person, commit an act of bankruptcy;
  - i. you assign any part of this Agreement without our prior consent; or
  - j. the Minimum Referral Requirement is not met in any consecutive three (3) month period.
47. You may terminate this Agreement by giving us written notice if we breach this Agreement and:
- a. the breach is material and not capable of being remedied; or
  - b. the breach is material and we fail to remedy the breach within 14 days of being notified in writing.
48. If this Agreement is terminated under clauses 42 to 47:
- a. any rights or licences granted to you by us will terminate immediately, and you must cease using all of our intellectual property;
  - b. your sole right and remedy is to receive any outstanding Commission owing at the Termination Date, less any amounts you owe us that we may set off; and
  - c. you are 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.
49. Termination under clauses 42 to 47 will not affect any other right or remedy we may have.

## COOKIES

50. You acknowledge that our 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 a Betting 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

51. You are allowed to open and operate a Betting Account with us. You cannot have your own Betting Account tracked to your Affiliate Account and you are not entitled to any Net Revenue from wagering activity using your own Betting Account.

## GENERAL TERMS AND INTERPRETATION

### Governing Law

52. 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**

53. We may assign this Agreement as part of a sale of all, or substantially all, of the assets of the business.
54. You must not assign all or any part of this Agreement without our prior consent.

## **Severability**

55. 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**

56. This Agreement, together with any written confirmation regarding the Commission Rate:
  - 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**

57. 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**

58. 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**

59. When you apply to be an Affiliate with us, we will collect 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 this Agreement. 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**

60. 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;
- 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;
- 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;
- d. the word person includes a firm, body corporate, unincorporated association or an authority;
- e. a reference to a person includes the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- f. all dollar amounts are expressed in Australian dollars;
- 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 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.

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

## DEFINITIONS

<b>Affiliate</b>	An affiliate who we accept into the Affiliate Program and who agrees to be bound by this Agreement.
<b>Affiliate Client</b>	A genuine new client who: <ul style="list-style-type: none"> <li>• is not a Minor;</li> <li>• has never held a Betting Account with Ladbrokes, Betstar, Bookmaker.com.au or Neds (as applicable to your Affiliate Program);</li> <li>• is introduced to us by the Affiliate, and successfully opens a Betting Account with that brand using the Affiliate's unique tracking code.</li> </ul>
<b>Affiliate Program</b>	The ladbrokes.com.au, bookmaker.com.au, betstar.com.au or neds.com.au affiliate program, as applicable to your application and account.
<b>Affiliate Website</b>	Any website operated by you and entered in the application form submitted by you when you apply to join the Affiliate Program, and any other websites agreed by the parties from time to time.
<b>Agreement</b>	This agreement.
<b>Betting Account</b>	A betting account opened and operated by an Affiliate Client with Ladbrokes, Betstar, Bookmaker.com.au or Neds (as applicable to your Affiliate Program).
<b>Commission</b>	The amount payable to you calculated as the Commission Rate multiplied by your Net Revenue.
<b>Commission Period</b>	Each calendar month during the Term.
<b>Commission Rate</b>	25% upon your acceptance into the Affiliate Program, and then as otherwise agreed in writing by the parties from time to time.

<b>Confidential Information</b>	Non-public information, but excludes the Excluded Information.
<b>Email Address for Notices</b>	<a href="mailto:support@ladbrokesaffiliates.com.au">support@ladbrokesaffiliates.com.au</a> , <a href="mailto:support@bookmakeraffiliates.com.au">support@bookmakeraffiliates.com.au</a> , <a href="mailto:support@betstaraffiliates.com.au">support@betstaraffiliates.com.au</a> or <a href="mailto:support@nedsaffiliates.com.au">support@nedsaffiliates.com.au</a> (as applicable to your Affiliate Program).
<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, trade marks, 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> <li>(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;</li> <li>(e) it is taken (under section 459(F)(1) of the Corporations Act) to have failed to comply with a statutory demand;</li> <li>(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);</li> <li>(g) it is otherwise unable to pay its debts when they fall due; or</li> <li>(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.</li> </ul>
<b>Our Brand</b>	The brands and business of Ladbrokes, Betstar, Bookmaker.com.au or Neds (as applicable to your Affiliate Program).
<b>Our Website</b>	<a href="http://www.ladbrokes.com.au">www.ladbrokes.com.au</a> , <a href="http://www.bookmaker.com.au">www.bookmaker.com.au</a> , <a href="http://www.betstar.com.au">www.betstar.com.au</a> or <a href="http://www.neds.com.au">www.neds.com.au</a> and any related mobile site or application.
<b>Minimum Commission</b>	One hundred Australian dollars (\$100 AUD).

<b>Minimum Referral Requirement</b>	In any consecutive three (3) month period by calendar month, you must refer to us, on average, at least one (1) new Affiliate Client per month that: <ul style="list-style-type: none"> <li>a. makes a first deposit; and</li> <li>b. satisfies the customer identification and verification requirements.</li> </ul>
<b>Minor</b>	A person under the age of 18.
<b>Net Revenue</b>	The gross turnover of the total betting transactions of your Affiliate Clients wagered through their Betting Accounts during the previous month, after deduction of: <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 us;</li> <li>d. any amount owing to or withheld by us as a result of any fraud or suspected fraud by the Affiliate Client;</li> <li>e. any returned stakes to the 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>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 for the Affiliate Program, currently <a href="http://www.ladbrosesaffiliates.com.au">www.ladbrosesaffiliates.com.au</a> , <a href="http://www.bookmakeraffiliates.com.au">www.bookmakeraffiliates.com.au</a> , <a href="http://www.betstaraffiliates.com.au">www.betstaraffiliates.com.au</a> or <a href="http://www.nedsaffiliates.com.au">www.nedsaffiliates.com.au</a> (as applicable).
<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.