



## BETWONDERLAND AFFILIATE PLATFORM TERMS & CONDITIONS

### 1. INFORMATION ABOUT THESE TERMS

- 1.1 Chesapeake Software Pty Ltd trading as BetWonderland (“**BetWonderland**”, “we” or “our”), is the operator of the BetWonderland affiliate platform (the “**Platform**”) and the BetWonderland affiliate program in Australia (the “**Program**”).
- 1.2 By subscribing to and using the Platform and participating in the Program (“**Affiliates**”, “users” or “you”) agree to be bound by these terms and conditions (“**Terms**” or “**Agreement**”).

### 2. APPLICATION OF TERMS

- 2.1 These Terms apply to your application to, and participation in, the Program.
- 2.2 You may not apply to or participate in the Program unless you accept these Terms.
- 2.3 You may not apply to or participate in the Program or accept these Terms if you are under 18 years of age, or are otherwise precluded from participating in the Program under the laws of the country in which you are resident.
- 2.4 These Terms will be accepted by you on the earlier of you:
  - (a) submitting an application to participate in the Program; or
  - (b) your continued participation in the Program and use of the Platform, at which point these Terms will be legally binding between BetWonderland and you.
- 2.5 BetWonderland may make changes to these Terms from time to time, by providing you notice by email or via the Platform. Any changes published on the Platform will be taken to be effective when they are published. The latest modification of these Terms will be as per the date stated at the top of these Terms. If you do not agree to any variation to these Terms, you may terminate these Terms in accordance with these Terms.

### 3. ENROLMENT

- 3.1 To begin the enrolment process, a potential Affiliate must contact BetWonderland about potential Program enrollment via <https://login.betwonderland.com.au>.
- 3.2 Affiliate must not attempt to open more than one BetWonderland account without prior written consent from BetWonderland. In the event you open more than one BetWonderland account without our permission, BetWonderland has the right to terminate any accounts held by you in accordance with these Terms.
- 3.3 BetWonderland will evaluate the application and will notify the potential Affiliate of whether they are accepted. BetWonderland may reject any application if it is determined, in BetWonderland’s discretion, that the application is unsuitable.
- 3.4 Unsuitable affiliates include, but are not limited to, websites that:
  - (a) infringe trademark rights of us or any third parties or otherwise violates the rights of any third party;
  - (b) contain sexually explicit materials;
  - (c) contain hateful/violent/offensive content;
  - (d) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - (e) promote illegal activities or otherwise violate any applicable laws, including those targeting spyware, adware or SPAM;
  - (f) violate any intellectual property rights, including, without limitation, scraping text or images from the Website;
  - (g) are or contain pages that are targeted at any person under 18 years of age;
  - (h) are involved with bestiality or rape, whether legal or illegal in the country of origin; or
  - (i) are otherwise considered by BetWonderland to be offensive or inappropriate.
- 3.5 If BetWonderland rejects the application, potential Affiliates may re-apply to the Program at any time.
- 3.6 You should also note that if BetWonderland accepts your application and your website is thereafter determined, at our discretion, to be an Unsuitable website for the Program, we may immediately terminate or suspend this Agreement in accordance with these Terms.

### 4. TERM AND TERMINATION

- 4.1 The term of the Affiliate’s participation in the Program will begin on BetWonderland written confirmation of your acceptance into the Program.
- 4.2 Either BetWonderland or Affiliate may terminate the Agreement and their participation in the Program at any time, without cause, by giving the other party at least 14 days’ written notice of termination (such notice, if provided by the Affiliate, to be sent to BetWonderland by email to [affiliates@BetWonderland.com.au](mailto:affiliates@BetWonderland.com.au)).
- 4.3 Affiliate performance will be reviewed bi-annually, based on the date of acceptance of your Program application.
- 4.4 BetWonderland has the right to suspend or terminate these Terms immediately by notice in writing if:
  - (a) Affiliate is suspected of breaching any terms of these Terms;



- (b) Affiliate is suspected of breaching any terms of their Bookmaker Agreements;
- (c) Affiliate does not act in good faith;
- (d) BetWonderland, in its sole discretion, considers for any reason Affiliate is unsuitable to be an Affiliate;
- (e) BetWonderland, in its sole discretion, considers that the affiliate relationship is commercially unviable; or
- (f) new Applicable Laws are introduced, or current Applicable Laws are interpreted or enforced in such a way that fundamentally changes the nature or viability of the affiliate relationship.

4.5 Where BetWonderland exercises any power pursuant to clause 5.4:

- (a) it will provide information regarding the relevant breach(s) of these Terms by Affiliate or reasons for its decision; and
- (b) it may withhold and/or terminate any payments that otherwise may have been due to Affiliate. For example, BetWonderland will not pass on payments from Bookmakers for any amounts referable to fraudulent (or suspected fraudulent) or banned Customers.

4.6 On termination:

- (a) all rights and licenses granted to Affiliate will terminate immediately;
- (b) affiliate must remove all Bookmaker banners from their site and disable any links to Bookmaker websites from their website;
- (c) Affiliate will only be entitled to unpaid commission fees, if any, in accordance with their Bookmaker Agreements;
- (d) where BetWonderland is engaged by a Bookmaker to pass on payments to the Affiliate, BetWonderland may withhold pass on of any final payment for a reasonable time to ensure that the correct amount is paid to Affiliate as owed by the Bookmaker;
- (e) if after termination BetWonderland or a Bookmaker continues to permit activity (generation of revenue) from Customers referred by Affiliate, this does not constitute a continuation or renewal of these Terms or a waiver of termination;
- (f) Affiliate will return to BetWonderland any confidential information, and all copies of information in the Affiliate's possession, custody or control;
- (g) Affiliate will cease all use of any trade names, trademarks, service marks, logos and other designations or Intellectual Property of BetWonderland, Bookmakers or its licensors;
- (h) Affiliate and BetWonderland will be released from all obligations and liabilities to each other occurring or arising after the date of such termination, except with respect to those obligations that by their nature are designed to survive termination, as set out in these Terms. Termination will not relieve Affiliate from any liability arising from any breach of these Terms, which occurred prior to termination; and
- (i) Affiliate agrees not to endeavour to entice away from BetWonderland, for the benefit of some other person or entity (including but not limited to the Affiliate), any person who was a Customer, a Bookmaker, an affiliate or any employee of BetWonderland at any time during the term of the Agreement.

## 5. BETWONDERLAND'S OBLIGATIONS AND RESPONSIBILITIES

- 5.1 BetWonderland may make a variety of graphic and textual links (including of Bookmakers) and Data Feeds available to Affiliate for placement on its website(s). Subject to these Terms and your Bookmakers Agreement, you may display the links and Data Feed as often and in as many areas of your website(s) as you desire. BetWonderland only provides these graphic and textual links and Data Feeds for use by you for the mutual benefit of you, BetWonderland and Bookmakers.
- 5.2 BetWonderland may track Customer activity on the Bookmaker's website and/or phone services.
- 5.3 BetWonderland may track Customers' play and may supply reports summarising Customer activity to the Affiliate and Bookmakers. The form, content and frequency of the reports available on the BetWonderland Platform may vary from time to time at BetWonderland's discretion.
- 5.4 Unless otherwise agreed in writing, BetWonderland will only pass on Affiliate payments from Bookmakers in respect of commissions earned on Customers who are directly referred by Affiliate through Affiliate's tracker and are tracked on the Affiliate account.

## 6. FEES AND PAYMENTS

- 6.1 The Affiliate will not be entitled to any fees from BetWonderland. The Affiliate will only be entitled to fees as agreed between the Affiliate and Bookmakers in accordance with the terms of the Bookmaker Agreements.
- 6.2 Provided the Affiliate has complied with these Terms and the relevant Bookmaker Agreement, BetWonderland may pass on fees to the Affiliate on the direction of Bookmakers.
- 6.3 Any disputes regarding fees passed on by BetWonderland must be raised directly with the Bookmaker.
- 6.4 **Invoicing:** The Affiliate shall provide a valid tax invoice pursuant to the GST Act setting out the Fees due for the previous calendar month to the Bookmaker once the Final Payment Report has been received from the Bookmaker (or BetWonderland, on the Bookmaker's direction), the payment terms shall be strictly no less than 30 days from receipt of the valid invoice and will only be payable when a



cumulatively amount is owing of at least \$500. Affiliate must not raise any sales invoice in respect of BetWonderland for any transactions or services covered by these Terms.

- 6.5 **Claw Back:** The Bookmaker shall reserve the right to claw back any fees provided to the Affiliate in respect of any breaches to the Bookmaker Agreement or these Terms, such as fees related to:
- (a) Customers that are banned from having an account with the Bookmaker for any reason, at the Bookmaker's sole discretion;
  - (b) Customers whose account has been suspended for any reason whatsoever, the Bookmaker shall retain the right to withhold any fees due for that Customer until such time as the account has been re-opened; and
  - (c) amounts overpaid to the Affiliate as revealed after the completion of the Bookmaker's reconciliation activities.
- 6.6 In the event of claw backs, the Bookmaker has the right to offset any claw backs against future pass on of payments to the Affiliate or to request re-payment of funds.

## 7. AFFILIATE OBLIGATIONS AND RESPONSIBILITIES

- 7.1 **Advertising Laws:** The Affiliate acknowledges that wagering products and advertising of such products are subject to numerous requirements under Applicable Laws which extend beyond non-gambling related advertising. The Affiliate also acknowledges that Bookmakers have conditions imposed on their licenses or approvals which provide restrictions on how it conducts its business.
- 7.2 **Applicable Laws:** The Affiliate will ensure that it will at all times comply with all Applicable Laws, including, without limitation, those that apply to wagering and wagering-related advertising.
- 7.3 **General obligations:** In carrying out its obligations under these Terms the Affiliate warrants and agrees that it must ensure:
- (a) its staff have the appropriate skills and expertise;
  - (b) all employees, contractors, agents and representatives of the Affiliate are fully aware of and comply with all of the Affiliate's obligations (as applicable) under these Terms and any Bookmaker Agreement, and do not do anything which would result in the Affiliate being in breach of those obligations;
  - (c) it pays all wages, superannuation and any other contributions or payments required by Applicable Law to be paid to any employee, subcontractor or agent engaged by the Affiliate in the performance of any services. The Affiliate acknowledges that such persons are not employees of BetWonderland and the Affiliate (and not BetWonderland) bears all liability for such payments;
  - (d) it exercises reasonable care and skill in publishing or distributing Advertising Material;
  - (e) it complies with all Applicable Laws, including without limitation:
    - (i) Privacy Laws; and
    - (ii) those laws that relate to the offering, communication, advertising or provision of gambling related rewards, offers, inducements or other benefits;
    - (iii) those laws that relate to direct marketing; and
    - (iv) those laws that relates to Responsible Gambling Messaging;
  - (f) it complies with all reasonable directions given by BetWonderland relating to the content, publication, distribution, or legal compliance of Advertising Material;
  - (g) that all Advertising Material contains a functional unsubscribe message in accordance with the Spam Act 2003 (Cth) and related laws, regulations and industry codes;
  - (h) that all Advertising Material does not infringe upon the Intellectual Property Rights or personal rights of BetWonderland, any Bookmaker or any third party;
  - (i) that all Advertising Materials comply with any Guidelines; that the information or Advertising Material it displays on the websites and within its reasonable control;
    - (i) is correct and accurate;
    - (ii) is not misleading or deceptive; and
    - (iii) only reflects positively upon the reputation of BetWonderland and Bookmakers.
  - (j) that the Affiliate will not publish Advertising Materials on any Objectionable Websites; that the Affiliate will act within the spirit of the Bookmaker's responsible gambling policy and requirements, including, in particular not target Advertising Materials to any persons:
    - (i) under 18 years of age;
    - (ii) persons who are known to be acting on behalf of those under 18 years of age; or
    - (iii) who are known to be problem gamblers;
  - (k) that the Affiliate will not conduct itself in any way which brings or could bring BetWonderland or Bookmakers, their related entities, their respective directors, officers, employees, agents, or contractors, or the reputation of any such persons, into disrepute; not to make any representations, warranties, or other statements concerning the BetWonderland, Bookmakers, the Affiliate, or any their respective products or services, except as expressly authorised in these Terms;

- (l) not to interfere with other affiliates of BetWonderland;
  - (m) not to endeavour to entice, induce or procure away from BetWonderland, for the benefit of the Affiliate or some other person or entity, any person who was a Customer, Bookmaker, any other affiliate or any employee of the BetWonderland;
  - (n) not to falsify information in connection with referrals, including through the links or the generation of Commissions;
  - (o) not to transfer personally identifiable information of Customers outside Australia, or allow any third party outside Australia to have access to it, without the written consent of BetWonderland and the relevant Bookmaker;
  - (p) to notify BetWonderland, in writing, if the Affiliate becomes aware of any matter, fact or circumstance that is likely to put BetWonderland in breach of any Applicable Law, or result in a breach of these Terms by either party, or which may prejudice the security or integrity of the BetWonderland's website or brand, as soon as reasonably practicable after becoming aware of the matter;
  - (q) to comply with the terms, conditions, guidelines and policies of any third-party services it utilises in connection with these Terms, including but not limited to, email providers, social networking services and ad networks;
  - (r) to always prominently post and make available to end-users, including prior to the collection of any personally identifiable information, a Privacy Policy prepared by the Affiliate in compliance with all Applicable Laws, that clearly and thoroughly discloses all information collection, use and sharing practices, including providing for the collection of such personally identifiable information in connection with these Terms and the provision of such personally identifiable information to the BetWonderland and relevant Bookmakers, for use as intended by BetWonderland and relevant Bookmakers;
  - (s) to always prominently post or otherwise make available to end-users any terms and conditions in connection with a particular promotion set out by a Bookmaker, or as required by Applicable Laws;
  - (t) to provide such information to a BetWonderland or a Bookmaker as a Bookmaker may reasonably require in order to comply with its licence or approval, or as such party may require to respond to a notice from a regulatory body;
  - (u) that the Affiliate, its employees, contractors, agents and representatives do not represent themselves as employees, contractors, agents or representatives of the BetWonderland in any Advertising Material or Customer communications;
  - (v) that the Affiliate will not trade as, or be associated with, a third party business or service which offers investment opportunities by means of wagering on sports or racing; and
  - (w) that the Affiliate must not under any circumstance place a wager for, or on behalf of a Customer.
- 7.4 **Remuneration for certain persons:** The Affiliate acknowledges that no employee, director, shareholder, contractor, agent, partner, or employee, or any party otherwise connected with the Affiliate (including the Affiliate itself, collectively a "**Connected Party**") or direct relative of any Connected Party (including but not limited to their spouse, partner, parent, child or sibling) are eligible to become Customers for the purposes of these Terms.
- 7.5 **Tracking:** The Affiliate must ensure that the correct tracking IDs as provided by the Bookmaker are used at all times. The Affiliate acknowledges that under no circumstances will BetWonderland retrospectively change the tags associated to a customer due to a failure by the Affiliate to implement the tracking links appropriately.
- 7.6 **Name of the BetWonderland:** The Affiliate may not under any circumstances, undertake the following marketing activity, unless it has received prior written approval by BetWonderland:
- (a) establishing any social network profile, blog domain, profile name, or display name containing the name of the BetWonderland;
  - (b) purchase or register any domains containing the name of BetWonderland;
  - (c) engage in any keyword bidding across any search engines or advertising networks utilizing the name of BetWonderland; or
  - (d) use the name of BetWonderland in any URLs and Directory Names for the purpose of Search Engine Optimization.
- 7.7 **Costs:** The Affiliate acknowledges that it will bear all costs and expenses incurred in connection of placing Advertising Materials under these Terms. This extends to providing all assistance to the BetWonderland, if required, at the Affiliate's costs to meet legal, regulatory or licence requirements or conditions.
- 7.8 **Prior Approval:** The Affiliate must not publish or distribute, or allow any other third-party to publish or distribute, any materials making a reference to BetWonderland without first submitting such materials to BetWonderland for approval. Such approval may be contingent on reasonable condition or direction that BetWonderland thinks fit relating to the manner of publication or distribution.
- 7.9 **Geo-fence:** The Affiliate must show, and prove on request, that they have adequate geo-fencing software which blocks advertisements from being published or distributed from a particular Australian



jurisdiction in accordance with Applicable Law requirements. This Affiliate acknowledges that this capability is necessary given the restrictions on publishing advertising which contain certain rewards, offers, inducements or other benefits.

- 7.10 **Removal:** The Affiliate must immediately, upon request by BetWonderland, remove and cease to promote any advertisements, communications and marketing materials relating to a Bookmaker, which BetWonderland requests to have removed.
- 7.11 **Guidelines:** The Affiliate must at all times adhere to any social media marketing guidelines as provided by BetWonderland or Bookmakers from time to time ("**Guidelines**").
- 7.12 **Data Access:** Affiliate must provide BetWonderland at no cost with all data and information (including, for example, passwords) to enable BetWonderland to monitor Affiliate's website to ensure compliance with these Terms.
- 7.13 **Data Feeds:** Affiliate must only use the Data Feed provided under these Terms in accordance with these Terms and must not make available the Data Feed to any third party for profit or for the benefit of the Affiliate or the third party except in accordance with these Terms.
- 7.14 **Links and assets:** Provided banners, links and Data Feed must not be placed, or sold, within unsolicited email, unauthorised newsgroup postings, chat rooms or through the use of "bots". Affiliate agrees to cooperate fully with BetWonderland in utilising and maintaining links and other promotional tools as supplied by BetWonderland. Furthermore, Affiliate agrees to:
- (a) utilise the entire code for the banners, links and other promotional tools (including the tracking codes therein) and must not in any way alter or remove any part of the code;
  - (b) display on Affiliate's website(s) only those graphical or textual images that are provided by BetWonderland;
  - (c) update such images with new images provided by BetWonderland from time to time throughout the term of these Terms; and
  - (d) display such graphic and/or textual images prominently in relevant sections of Affiliate's website(s).
- 7.15 **Inducements:** Affiliate is strictly prohibited from advertising or offering, to people who reside in any state of Australia which has specific prohibitions on advertising of gambling Inducements, any Inducement to participate in any gambling activity with the Bookmaker, in any way that could breach Applicable Laws. This includes an inducement to open a betting account, to bet more frequently or any inducement offered with a disclaimer, where it is prohibited to do so.
- 7.16 **Promotion:** Upon request from BetWonderland, Affiliate must immediately remove and cease to promote any BetWonderland or Bookmaker related advertisements, communications and marketing material which BetWonderland specifies in its request.
- 7.17 **Platform Use:** the Affiliate:
- (a) must not use the Platform for any improper or unlawful purpose and must not allow anyone else to do the same;
  - (b) must not circumvent, disable or otherwise interfere with security-related features of the Platform or any features which prevent or restrict the use, distribution or copying of the Platform or any content within the Platform;
  - (c) must not alter or modify the Platform or its content in any way;
  - (d) must not permit the Platform to be viewed in public areas of commercial premises;
  - (e) must not copy, record, reproduce, republish, post, broadcast, upload, communicate or make any of the content of the Platform available to any other person or authorise or assist anyone else to do so;
  - (f) is solely responsible and liable for activity that occurs on your Platform account;
  - (g) is responsible for maintaining the confidentiality of their password and Platform account details;
  - (h) must notify BetWonderland immediately if it knows or suspects that its password has been compromised, or they suspect or become aware of any other breach of security; and
  - (i) may be required to reset their password if BetWonderland suspects there may have been any breach in security.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 Except as expressly stated in these Terms, nothing in these Terms confers on either party any Intellectual Property Rights of the other party.
- 8.2 BetWonderland grants the Affiliate a royalty free, non-exclusive, non-transferable, revocable licence to use the Intellectual Property, for the sole purpose of providing the services.
- 8.3 The Affiliate agrees that it will not purchase, acquire, licence, register, seek to register or use any domain names, business names, company names, graphics, creative, copy, trade marks or other intellectual property that are substantially identical with or deceptively similar to any of



BetWonderland's trade marks, domain names, graphics, creative, copy, identifiers or other Intellectual Property associated with BetWonderland;

- 8.4 The Affiliate must not 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 BetWonderland's trade marks, domain names, graphics, creative, copy, identifiers or other Intellectual Property.
- 8.5 Affiliate must not use any metatag keywords on any website it controls that are substantially identical with or deceptively similar to any of BetWonderland's trade marks, domain names, graphics, creative, copy, identifiers, or other Intellectual Property associated with the BetWonderland.
- 8.6 The Affiliate must not use any URL or domain name containing any of BetWonderland's trade marks and/or other Intellectual Property for the purpose of search engine optimisation.

## 9. CONFIDENTIALITY

- 9.1 Both parties may not disclose any of the Confidential Information to any person except for purposes approved by the disclosing party or otherwise contemplated in strict requirement with these Terms.
- 9.2 The Affiliate must not use any Confidential Information obtained from its activities under these Terms to develop, enhance or operate a service that competes with BetWonderland, or assist another party to do the same.
- 9.3 The obligations in this clause will continue after the expiry or termination of these Terms.

## 10. WARRANTIES, LIMITATIONS, AND INDEMNITY

- 10.1 These Terms contain the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.
- 10.2 Any material provided by BetWonderland (including links or data), and the products and services provided in connection with such, are provided to the Affiliate on an "as is basis". The information within the BetWonderland Platform is not comprehensive and is intended only to provide a summary of the subject matter covered. BetWonderland does not undertake to keep the Platform up-to-date and is not liable to the Affiliate or any other person for any loss or disappointment suffered if Platform or content within it is not available or the content within the Platform is incorrect, incomplete or not up-to-date. The Affiliate must make their own assessment of it and rely on it wholly at their own risk.
- 10.3 BetWonderland expressly disclaims any liability for any act or omission of the Affiliate or its products or services. The Affiliate acknowledges and agrees that BetWonderland does not guarantee that the Affiliate will earn any specific amount of Commission.
- 10.4 The Affiliate expressly acknowledges, understands and agrees, that to the fullest extent permitted by law, BetWonderland, its subsidiaries and affiliates, its licensors and service provider are under no circumstances liable or responsible for:
  - (a) any indirect, incidental, consequential, personal injury / wrongful death, special consequential or exemplary damages including but not limited to loss of profit, any loss of goodwill or business opportunity, even if such damages are foreseeable and whether or not BetWonderland has been advised of the possibility of such;
  - (b) any payment to any Customer or Affiliate;
  - (c) any wagering service provided to Customers by Bookmakers;
  - (d) passing on any payment from a Bookmaker, including where:
    - (i) BetWonderland has not been directed by the Bookmaker to pass on such payment;
    - (ii) the Customer does not meet the requirements agreed between the Affiliate and Bookmaker;
    - (iii) the Customer fails to satisfy the Bookmaker's identification and verification requirements;
    - (iv) the Bookmaker suspends or terminates the account of a Customer;
    - (v) the Customer closes or self-excludes their account (or the Bookmaker closes their account or self-excludes a Customer at their request);
  - (e) any loss or damage which may be incurred by the Affiliate, including but not limited to loss or damage as a result of:
    - (i) any changes which BetWonderland makes to its Platform, these Terms, or for any permanent or temporary cessation in the provision of this Agreement (or any features within the technical Platform used to deliver these Terms);
    - (ii) The deletion of, corruption of, or failure to store, any content or other communications data maintained or transmitted by or through the Affiliates use of the Platform;



- (iii) The Affiliate's failure to provide the Bookmaker or BetWonderland with accurate information including but not limited to correct banking and account information; or
- (iv) The Affiliate's failure to employ best security practices in order to ensure that all access details to any Platform is secure and confidential; or
- (f) any unavailability or inoperability of links, technical malfunction, computer error, corruption or loss of information, or other injury, damage or disruption of any kind beyond the reasonable control of the BetWonderland.

10.5 The Affiliate agrees to indemnify, defend and harm harmless BetWonderland, its related entities and their respective affiliates, partners, licensors, directors, officer, employees, owners, agents and contractors (together, the "**Indemnified Parties**") against any and all claims, actions, demands, liabilities, losses, damages, judgements, settlements, costs, and expenses (including legal fees and costs on a full indemnity basis) based on:

- (a) any failure or breach of these Terms by the Affiliate, including any warranty, covenant, restriction or obligation made by the Affiliate;
- (b) any misuse by the Affiliate, or by a party under the control of the Affiliate or obtaining access through the Affiliate, of links, or BetWonderland's Intellectual Property; or
- (c) any claim related to the content of the Advertising Materials if published in breach of any directions given by BetWonderland, any Bookmaker or any Applicable Law.

10.6 The Affiliate covenants that it will not, without the prior written permission of BetWonderland, either directly or through any intermediary, establish or negotiate to establish any business relationship with any Customer, other affiliate or supplier to BetWonderland, other than in the course of, and for the sole purpose of, the Affiliate performing its obligations under these Terms.

## 11. DISPUTE RESOLUTION

11.1 A party to these Terms claiming that a dispute, controversy or claim ("**Dispute**") has arisen out of or relating to these Terms must not, except where the party seeks urgent interlocutory relief, commence any court or arbitration proceedings before first complying with this clause.

11.2 In the event of a Dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, the parties shall use their best endeavours to immediately resolve the Dispute amicably.

11.3 If, within a period of forty (40) Business Days, the parties fail to resolve the Dispute amicably, then such Dispute may be submitted to mediation to be conducted in accordance with the Australian Commercial Dispute Centre ("**ACDC**") Guidelines for Commercial Mediation which are in effect at the time the matter is referred to the ACDC.

## 12. RELATIONSHIP OF THE PARTIES

12.1 Nothing in these Terms shall be deemed to establish a party as the partner, employee, agent, or legal representative of the other party for any purpose or create any partnership, agency or trust, and no party has any authority to being the other party in any way.

## 13. FORCE MAJEURE

13.1 Notwithstanding any other provision in these Terms, no default, delay or failure to perform on the part of any party will be considered a breach of these Terms if such default, delay or failure to perform is shown to be due entirely to causes beyond the reasonable control of the party charged with such default, including, but not limited to a Force Majeure Event.

13.2 In the case of the happening of any such Force Majeure Event, the time for performance required by a party under these Terms will be extended for any period during which performance is prevented by the event.

13.3 Notwithstanding the above, if a delay or failure by a party to perform its obligations under these Terms due to a Force Majeure Event exceeds thirty (30) Business Days, any party may immediately terminate these Terms on providing notice to the other parties, such notice to take effect ten (10) Business Days after the date of such notice.

## 14. NOTICES

14.1 All notices and consents required or permitted to be given under these Terms must be in writing.

## 15. ASSIGNMENT

15.1 The Affiliate may not assign or otherwise transfer these Terms or any rights or obligations under these Terms without prior written consent of BetWonderland.



- 15.2 BetWonderland is entitled to assign or novate all or any part of their right, title, interest or obligation under these Terms without the Affiliates prior consent.
- 15.3 These Terms including without limitation the rights, consents and waivers granted in these Terms will be binding and will inure to the benefit of the legal representatives, and the successors, licensees and valid assignees of each party to these Terms.

## 16. GENERAL

- 16.1 The person entering into these Terms on behalf of the relevant party is deemed to have irrevocable and unconditional authority to enter into these Terms and bind the party on behalf of which the person is entering into these Terms.
- 16.2 Any failure or delay by one party to compel performance by another party of any of the terms and conditions of these Terms does not constitute a waiver of those terms or conditions, nor does it affect or impair the right of the first party to enforce them against the other party at a later time or to pursue remedies it may have for any subsequent breach of those terms or conditions.
- 16.3 No waiver of any default or breach shall be deemed a continuing waiver or a waiver of any other breach or default.
- 16.4 Each party must promptly at its own cost do all things (including executing and delivering any and all deeds, agreements and other documents) necessary or desirable to give full effect to the terms of these Terms and the transactions contemplated by these Terms.
- 16.5 Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of these Terms and any transactions contemplated by these Terms.
- 16.6 Any provision of these Terms which is held to be void, inoperative, prohibited, unenforceable or invalid in whole or in part, the remaining provisions of these Terms shall continue in full force and effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.

## 17. GOVERNING LAW

- 17.1 The terms of these Terms are governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia

## 18. PERSONAL INFORMATION COLLECTION STATEMENT AND PRIVACY

- 18.1 When the Affiliate applies to be an affiliate with BetWonderland, BetWonderland collects certain information about the Affiliate to assess its suitability to be approved as an affiliate and to administer its participation in our affiliate program. This information includes details of the Affiliate and its employees or representatives, including names, contact details, bank accounts and identity verification. We may disclose this personal information to our Related Bodies Corporate, Bookmakers, 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 Eidentity or GreenID) and our bank. For the purposes of verifying the Affiliate's identification using document verification services the Affiliate confirms that it is authorised to provide the details that it provides to us during the affiliate sign-up and identity verification process.
- 18.2 The Affiliate acknowledges and consent to the use and access of their information in this way. BetWonderland may also disclose the Affiliate's 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 the Affiliate's compliance with these Terms. Calls to and from BetWonderland may be recorded for security and compliance purposes.
- 18.3 By entering into these Terms, the Affiliate consents to BetWonderland collecting, using and disclosing personal information provided by the Affiliate on the terms of these Terms and BetWonderland's Privacy Policy, available here:  
[https://www.betwonderland.com/\\_files/ugd/cf7bc7\\_ac3a07becdc5418c8a16f4044b0e3d7d.pdf](https://www.betwonderland.com/_files/ugd/cf7bc7_ac3a07becdc5418c8a16f4044b0e3d7d.pdf)

## 19. DEFINITIONS AND INTERPRETATIONS

- 19.1 In these Terms, unless the context otherwise requires or permits:
- (a) Any reference to "we", "us" and "our" is a reference to the BetWonderland;
  - (b) Any reference to "you" or "your" is a reference to the Affiliate; and
  - (c) All capitalised terms have the meanings prescribed in this Clause.





**“Applicable Laws”** means (whether in Australia or any other relevant jurisdiction) all laws, codes, guidelines, rules of common law, principle of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements (including directions from a regulatory), mandatory codes of conduct, writs, orders, injunctions, judgments, any requirement of any Australian government or semi-government body, or any generally accepted accounting principles in force or as applicable in Australia from time to time. For the avoidance of doubt it includes, without limitation the Privacy Laws, and the laws that relate to Responsible Gambling Messaging and the advertising of rewards, offers, inducements and other benefits;

**“Bookmaker”** means any Australian licensed wagering services provider with which the Affiliate has a Bookmaker Agreement;

**“Bookmaker Agreement”** means the agreement between a Bookmaker and the Affiliate to provide affiliate services;

**“Business Day”** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Melbourne, Australia;

**“Commission”** is a reference to any Commission agreed between the Affiliate and the Bookmaker under the applicable Bookmaker Agreement;

**“Confidential Information”** means all of the following (not including Excluded Information):

- (a) information which is proprietary to, about, or created by a party including, without limitation, any business plans, pitches, marketing, branding, forecasts, staffing, vendor list, sales information, pricing, recruitment, financial information, and all other information which concerns, is used or created by a party in relation to its business;
- (b) information described in (a) that relates to or concerns another affiliate of the Bookmaker;
- (c) information which relates to any actual or potential business, property or transaction (including these Terms) in which a party may be or has been concerned or interested;
- (d) information the disclosure of which could be detrimental to the interests of a party;
- (e) information which is designated as Confidential Information by a party; and
- (f) information which from all the relevant circumstances could reasonably be assumed by one of the parties to be confidential and proprietary to the other party or to any third party with whose consent or approval of the owner uses that information;

**“Customer”** or **“Customers”** means any Customer as defined under an applicable Bookmaker Agreement;

**“Data Feed”** refers to the structured data sent to BetWonderland’s reporting tools allowing for the tracking of the Affiliate’s campaign performance;

**“Excluded Information”** means information that:

- (a) is received by a party as a recipient from a third party who is not under an obligation of confidence in relation to such information;
- (b) is generally and publicly available other than as a result of breach of confidence by the person disclosing or receiving the information;
- (c) has been independently developed by the recipient’s personnel who do not have access to any of the discloser’s Confidential Information; or
- (d) was lawfully known to the recipient prior to receipt of the information from the disclosing party.

**“Fees”** is the amount payable to the Affiliate by the Bookmaker in accordance with the applicable Bookmaker Agreement;

**“Final Payment Report”** is the report provided to the Affiliate by the Bookmaker by the 18<sup>th</sup> of each month to denote Fees payable to the Affiliate;

**“Force Majeure Event”** means strikes, lock-outs, or other labour disputes, riots, civil disturbance, actions or inaction of governmental authorities or suppliers, epidemics, wars, embargoes, storms, floods, fires, epidemic, pandemic, earthquakes, acts of God or the public enemy, computer downtime, nuclear disasters or default of a common carrier;

**“GST”** or **“GST Law”** means the Goods and Services Tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) (**“GST Act”**);

**“Intellectual Property”** means all intellectual property disclosed or provided by BetWonderland to the Affiliate in connection with these Terms, including trade marks, domain names, any Confidential Information of BetWonderland, and any other relevant intellectual property;



**“Intellectual Property Rights”** means any and all intellectual and industrial property rights subsisting in any part of the universe in any and all media (whether current or future, registered or unregistered) including, without limitation, rights in the nature of copyright, design or other design right, trade mark, patent rights, circuit layout rights, trade secrets, know-how, Confidential Information, and any corresponding proprietary rights (whether registered or under common law) under the laws of any jurisdiction;

**“Objectionable Website”** means a website that:

- (a) is still under construction;
- (b) contains content which is harmful, threatening, defamatory, obscene, sexually explicit or harassing;
- (c) promotes violence;
- (d) promotes discrimination (whether based on sex, religion, race, ethnicity, nationality, disability, age or other protected attribute);
- (e) promotes illegal activities (such as illegal gambling);
- (f) directly primarily to children;
- (g) contains profanity;
- (h) is any online auction platform (i.e., eBay, Amazon, etc.); or
- (i) contains material which BetWonderland or a Bookmaker otherwise considers objectionable.

**“Platform”** means the BetWonderland affiliate platform used (as amended from time to time) to track Affiliate activity, to generate tracking links and to consume Data Feeds from the Bookmaker in order to report back to the Affiliate;

**“Privacy Laws”** means the *Privacy Act 1988* (Cth) and any other requirement under Australian law, industry code, policy or statement relating to the handling of personal information (as defined by the *Privacy Act 1988* (Cth));

**“Privacy Policy”** is a reference to a privacy policy governing how personally identifiable information is collected, handled, stored, used and otherwise how the entity complies with Privacy Laws;

**“Related Body Corporate”** has the meaning given to that term by the *Corporations Act 2001* (Cth); and

**“Responsible Gambling Messaging”** is the prescribed tagline and call to action, under Applicable Laws, that must be included in each Advertising Material.