

BLUEBET AFFILIATE TERMS AND CONDITIONS

BlueBet Pty Ltd - Affiliate Terms and Conditions

9 November 2023

These Terms and Conditions form a legally binding agreement (“Agreement”) between an Affiliate applicant (or an approved Affiliate) (“you” or “your”) and BlueBet Pty Ltd ACN 42 607 521 835 (“BlueBet”) in relation to the BlueBet Affiliate Program (the “Program”).

For the purposes of this Agreement:

- all references to “we”, “us” and “our” is a reference to BlueBet;
- “Affiliate” means any person or entity willing to engage in a legally binding agreement with BlueBet and join the Program;
- “Unsuitable website” has the meaning given to it in clause 2.4;
- references to BlueBet’s discretion means BlueBet’s sole and absolute discretion;
- the words “including” and “includes” are not words of limitation;
- “Customer” or “Customers” means a visitor from your website who enters the BlueBet website via a link on your website and whose last action is the successful registration of a betting account with BlueBet using a tracking code designated to you. For the avoidance of doubt, it will exclude any end user that is at the time an existing member of BlueBet or has previously been a member of BlueBet;
- “Data Feed” refers to the real-time, on-going stream of structured data sent to the BlueBet Technical Platform that will provide BlueBet and the Affiliate with updated information on cost per acquisition analytics. The Data Feed will allow BlueBet to track the Affiliate’s campaign performance.
- “Internet Service Providers” has the meaning given to it in clause 6.15.
- “Laws” means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, mandatory codes of conduct, writs, orders, injunctions, judgments and any legally enforceable directives of a government agency.
- “Spam Services” has the meaning given to it in clause 6.15.
- “Geo Fencing Software” has the meaning given to it in clause 6.22.
- “Related Bodies Corporate” is a reference to all BlueBet subsidiary companies.
- “Official Record Holder” means the designated holder of Affiliate’s personal information.
- “Privacy Policy” is a reference to the BlueBet Privacy Policy published on the BlueBet website.

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

Please note the clauses in this Agreement take precedence over any competing clauses that may be present in other agreements, and prevail over any inconsistencies.

You should print off and/or save a copy of this Agreement for your records and regularly check your emails for any changes to these Terms.

1. APPLICATION OF TERMS

- 1.1. Your participation in the Program will be in accordance with the terms outlined in this Agreement.
- 1.2. This Agreement will be deemed to be accepted by you and will be legally binding on both you and BlueBet if you:
 - a) submit an application to participate in the Program; or
 - b) participate in the Program.
- 1.3. BlueBet may make changes to this Agreement from time to time, excluding changes to the applicable variable percentage in clause 5.2., by providing you notice by email. Any changes published in our affiliate portal will be taken to be effective 7 days after they are published. The latest modification of this Agreement will be as per the date stated at the top of this Agreement. If you do not agree to any proposed variation to this Agreement, you may terminate this Agreement upon 7 days written notice.

2. ENROLMENT

- 2.1. Your participation in the Program is subject to BlueBet's prior approval of your application to join the Program. BlueBet will evaluate your application and will notify the potential Affiliate of whether they are accepted. BlueBet may reject any application if it is determined, in BlueBet's reasonable discretion, that the application is unsuitable to be an Affiliate.
- 2.2. Affiliate must not attempt to open more than one Affiliate account without prior written consent from BlueBet, nor will Affiliate earn commissions on their own or related persons' accounts. Affiliates are not permitted to wager with an Affiliate account. If you would like to wager with BlueBet, please set up a separate betting account. In the event you open more than one Affiliate account without our permission or earn commissions on your own or a related person's account, BlueBet has the right to void all current and future plays on those accounts and Affiliate will not be entitled to any commissions (past or future) from such plays.
- 2.3. You may not apply to or participate in the Program or accept this Agreement 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. Unsuitable Affiliate websites may include, but are not limited to, those 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 BlueBet to be offensive, inappropriate or contrary to BlueBet's reasonable commercial interests.
- 2.5. If BlueBet rejects the application, potential Affiliates may re-apply to the Program at any time.
- 2.6. You should also note that if BlueBet accepts your application and your website is thereafter determined, at our discretion, to be an Unsuitable website for the Program, we may terminate this Agreement in accordance with clause 3.4.

3. TERM AND TERMINATION

- 3.1. The term of Affiliate's participation in the Program ("Term") will begin on BlueBet's written confirmation of your acceptance into the Program and continue until the Agreement is terminated.
- 3.2. Either BlueBet 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 to be sent to BlueBet by email to affiliates@bluebet.com.au).
- 3.3. Affiliate performance will be reviewed bi-annually or as otherwise reasonably required, based on the date of acceptance of your Program application.
- 3.4. Either party may suspend or terminate this Agreement immediately by notice in writing if the other party breaches a term of this Agreement and fails to remedy such breach (where possible) within 7 days of being notified of the breach.
- 3.5. BlueBet may suspend or terminate this Agreement immediately by notice in writing if:
- a. Affiliate does not act in good faith; or
 - b. BlueBet in its discretion, has reasonable grounds to consider Affiliate is unsuitable to be an Affiliate; or
 - c. BlueBet, in its discretion, has reasonable grounds to consider that the ongoing affiliate relationship is commercially unviable;
 - d. The continued operation of this Agreement would jeopardise BlueBet's wagering licence or ability to legally conduct business as a licenced wagering service provider.
 - e. New Laws are introduced, or current LAWS are interpreted or enforced in such a way that fundamentally changes the nature or viability of the affiliate relationship.
- 3.6. Where BlueBet exercises any power pursuant to this section:
- a. it will provide information regarding the relevant breach(s) of this Agreement 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 where it is reasonable to do so. For example, BlueBet will not pay Affiliate any amounts referable to fraudulent (or suspected fraudulent) or banned Customers.
- 3.7. Upon termination:
- a. All rights and licenses granted to Affiliate will terminate immediately.
 - b. Affiliate must remove all BlueBet banners from their site and disable any links to the Website from their website.
 - c. Subject to clause 3.7 (above), Affiliate will be entitled to unpaid commission fees, if any, earned by Affiliate on or prior to the date of termination. Affiliate will not be entitled to, nor paid, any Fees pursuant to losses occurring after the date of termination. All Fees payable up to termination will be paid in accordance with the Agreement within one month of termination.
 - d. BlueBet may withhold final payment for a reasonable time to ensure that the correct

amount is paid to Affiliate.

- e. If BlueBet inadvertently continues to permit activity (generation of revenue) after termination from Customers referred by Affiliate, this does not constitute a continuation or renewal of this Agreement or a waiver of termination.
- f. Affiliate will return to BlueBet any confidential information, and all copies of information in your possession, custody or control. Affiliate will cease all use of any trade names, trademarks, service marks, logos and other designations of BlueBet or its licensors.
- g. Affiliate and BlueBet 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 this Agreement. Termination will not relieve Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination.
- h. Upon termination the Affiliate agrees not to endeavour to entice away from BlueBet, for the benefit of some other person or entity (including but not limited to the Affiliate), any person who was a Customer, any other Affiliate or any employee of BlueBet at any time during the term of the Agreement.

4. BLUEBET'S OBLIGATIONS AND RESPONSIBILITIES

- 4.1. BlueBet may make a variety of graphic and textual links as well as Data Feed available to Affiliate for placement on its website(s). Subject to this Agreement, you may display the links and Data Feed as often and in as many areas of your website(s) as legally permitted. BlueBet only provides these graphic and textual links and Data Feed for use by you for the mutual benefit of you and BlueBet.
- 4.2. BlueBet will register your Customers and will track their play on the Website and/ or phone. By opening an account with BlueBet, the Customer agrees that all applicable BlueBet rules, policies and operating procedures will apply to them. BlueBet reserves the right to refuse Customers or close their accounts in its discretion.
- 4.3. BlueBet will track Customers' play and will supply reports summarising Customer activity to Affiliate. The form, content and frequency of the reports available at BlueBet Affiliates may vary from time to time in BlueBet's discretion.
- 4.4. Unless otherwise agreed in writing, BlueBet will only pay Affiliate in respect of commissions earned on Customers which are directly referred by Affiliate through Affiliate's tracker and are tracked on your Affiliate account.

5. FEES AND PAYMENT TERMS

- 5.1. For the purposes of this clause 5, the following words have the following meanings:

"Turnover" means all gross monies received by BlueBet from Customers during the Term of this Agreement. For the removal of doubt, free bets or bonus bets are not included in a calculation of Turnover.

"Net Revenue" means Turnover less all of the following:

- a) monies paid out to Customers as winnings;
- b) GST on winnings;

- c) tax on turnover, State-based taxes such as POC;
- d) monies paid in the form of duties, taxes or levies or other statutory deductions or payments to licensing authorities in the form of 'product fees' or 'race field publication fees' (e.g. Racing Victoria or AFL);
- e) charges levied by electronic payment or credit card organisations;
- f) Customer credit and bad debts;
- g) monies attributable to fraud;
- h) returned bets;
- i) administration fees (including fees attributable to odds and race data feeds); and
- j) bonus bet winnings, bonuses or other incentives offered to the Customer.

When required, BlueBet may apply a standard percentage to any of the above calculations to determine the appropriate deductions when calculating Net Revenue.

"Commission" is calculated as the applicable percentage of Net Revenue payable to the Affiliate as agreed between the parties, and is subject to the provisions of clause 5.2 of this Agreement.

"Australian Governing Sporting Body" means an Australian sports organisation that has a regulatory or sanctioning function and includes each of the Australian State and Territory Thoroughbred Racing, Harness Racing and Greyhound Racing peak bodies, National Rugby League, Australian Rugby Union, Australian Football League, Cricket Australia, Tennis Australia, Football Australia and the National Basketball League.

"Technical Platform" means the platform used to track Affiliate activity, currently MyAffiliates for web affiliates or AppsFlyer for App affiliates. The Affiliate will be sent a tracking link from the platform which will send a Data Feed back to the platform. This Data Feed will be reviewed by BlueBet to track the Affiliate's campaign performance.

- 5.2. BlueBet will pay fees ("**Fees**") to the Affiliate in accordance with either a Revenue Share Plan or Cost per Acquisition (CPA) Plan. The calculation of those Fees, including Commission percentages and CPA rates, are to be agreed between the Parties either in an email exchange, or set out in a separate Insertion Order. In circumstances where there is both email exchange and an agreed Insertion Order, the Insertion Order will prevail to the extent that there is any inconsistency between the two.

5.3. Revenue Share Plan

- a. The Fees paid to the Affiliate will be a Commission as agreed between the parties, derived from any legitimate transaction from Customers assigned to Affiliate during the Term of this Agreement. You will not be paid in respect of transactions or Customers that breach BlueBet's Rules, Terms and Conditions located at <https://www.bluebet.com.au/terms-and-conditions> (e.g. fraudulent transactions or duplicate accounts).
- b. During the Term of this Agreement, Affiliates participating in the Revenue Share Plan will earn Fees in respect of all legitimate transactions that your referred Customers undertake in accordance with your applicable Revenue Share Plan., subject to Affiliate having ten (10) Customers place their first bet within each 3-month rolling period under the Program. Where Affiliate fails to have ten (10) new Customers place their first bet with BlueBet in accordance with this requirement, BlueBet may: (1) refuse to pay Fees to Affiliate for the applicable month(s); and/or (2) close Affiliate's account and terminate this Agreement.
- c. No Fees are payable by BlueBet to Affiliate after termination of the Agreement. All Fees payable up to termination will be paid in accordance with the Agreement within one month of termination.

- d. BlueBet reserves the right to immediate repayment of any Fees paid in excess of Net Revenue resulting from a miscalculation or other error.
- e. Where a Customer does not place a bet for a period of twelve (12) months they will cease to be a Customer for the purposes of the Agreement and Affiliate will not be eligible to receive Fees on any subsequent bets placed by the Customer.
- f. For the purpose of this agreement a Revenue Share Plan is limited to three (3) years. After 36 months both parties must agree (in writing) to continue the agreement.
- g. If 50% or more of the Turnover, Net Revenue or Fees attributable to an Affiliate is generated by one (1) of its referred customers, BlueBet Pty Ltd reserves the right to carry forward any negative balance generated by this referred customer. Any future Fees generated by the referred customer will be offset against this carried forward negative balance or is to apply another arrangement at the Company's discretion.
- h. If the Affiliate's monthly Fees do not exceed \$1,000 AUD and the Affiliate is getting paid in currency other than AUD, the Company shall be entitled to withhold and carry forward the Fees until the total accrued Fees exceed \$1,000 AUD. Any Fees shown before the 10th day of the month is subject to change due to possible delays in obtaining and uploading data from our third Party suppliers to the Technical Platform, therefore, only the Fees amount shown after the 10th day of the month shall be deemed final.

5.4. Cost per Acquisition (CPA) Plan.

- 5.5. BlueBet offers selected affiliates a CPA Plan under which the Affiliate is paid an agree one- time Fee for the introduction of a new Customer. CPA plan is only available on request and details of the CPA Plan are to agreed between the parties either through an email exchange or in a separate Insertion Order. In circumstances where there is both email exchange and an agreed Insertion Order, the Insertion Order will prevail to the extent that there is any inconsistency between the two.

- 5.6. To qualify for a Fees under a CPA plan, the Customer must:

- a. Have opened a BlueBet wagering account;
 - b. Verified their identity attached to their BlueBet account;
 - c. Have made a \$10 minimum deposit; and
 - d. Have placed at least one cash bet; and
 - e. Kept their account open for at least seven (7) days.
- b. CPA payments will not be paid for any Customer who is referred via an unapproved channel, or who is reasonably deemed by management as exploiting the rules (set out in BlueBet's Terms and Conditions).

5.7. Payment terms

- a. BlueBet will pay Affiliate Commission on a monthly basis in arrears and according to the applicable commission plan.
- b. Payment for the preceding month will be processed within 30 days of each calendar month.
- c. In the event that a revenue share payment amount in any calendar month is a negative amount, BlueBet will be entitled but not obliged to zero the negative balance that would otherwise be carried forward.
- d. If 50% or more of an Affiliate's turnover, Net Revenue or income is dominated by one Customer, we reserve the right to carry forward losses or another arrangement at our discretion.

- e. All amounts are calculated and paid in accordance with BlueBet's reasonable and good faith means of statistical analysis and Customer tracking methods.
- f. BlueBet will use reasonable endeavours to make payments due to you using the payment details provided to us. However, in certain circumstances we may be unable to make payments to you for reasons outside of our control (e.g. where the bank account details are provided are inaccurate or incomplete). Where this occurs, we will make reasonable efforts for a period six months to contact you via the contact details last provided by you to BlueBet to obtain alternative payment details. If we are still not in a position to make the payments after this period, we may close or suspend your account without further notice and you will be deemed to have forfeited any entitlement to payment.
- g. If a Customer registered through an Affiliate is banned from having an account with BlueBet for any reason (including fraud, suspected fraud or breach of BlueBet's Rules, Terms and Conditions), BlueBet will not pay Affiliate for the revenues generated by such banned Customer. If BlueBet has paid Affiliate in respect of a banned Customer, BlueBet may set-off the amount of such payment against future payments otherwise due to Affiliate and, if requested by BlueBet, you must repay any shortfall to us within 15 days of receiving notice from us.
- h. If a Customer registered through Affiliate is being investigated for credit card, bank information or address verification, BlueBet will withhold payments of profits generated from that Customer until the investigation is completed. If such investigations lead BlueBet to ban such Customer, BlueBet may set-off all amounts BlueBet has paid Affiliate in respect of that banned Customer against future payments otherwise due to Affiliate and, if requested by BlueBet, you must repay any shortfall to us within 15 days of receiving notice from us.
- i. If a Customer registered through an affiliate fails to satisfy the BlueBet customer identification and verification requirements, BlueBet will not pay Affiliate for the revenues generated by such Customer. If BlueBet has paid Affiliate in respect of such Customer, BlueBet may set-off the amount of such payment against future payments otherwise due to Affiliate and, if requested by BlueBet, you must repay any shortfall to us within 15 days of receiving notice from us.

6. AFFILIATE OBLIGATIONS AND RESPONSIBILITIES

- 6.1. Neither you nor your direct relatives (including but not limited to their spouse, partner, parent, child or sibling) or any connected party on your behalf (whether a director, contractor, partner, agent, employee or otherwise) are eligible to become a Customer for the purposes of your Agreement with BlueBet, and Affiliate will not be entitled to any share of Net Revenue or any other remuneration from BlueBet in relation to such persons.
- 6.2. Affiliate must use best commercially reasonable efforts to actively and effectively advertise, market and promote BlueBet as widely, aggressively and responsibly as possible in order to maximise the financial benefit to both Affiliate and BlueBet. Affiliate will only engage in advertising, marketing and promotional efforts which are approved by BlueBet, do not violate any law, are not published on Unsuitable websites, are not directed at individuals who are under 18 years of age or who are known to be problem gamblers, and which reflect positively on the business reputation of the BlueBet brand. An Affiliate may not trade as, or be associated with, a third party investment business or company which offers investment

services on racing or sports. An Affiliate must not place any wager for or on behalf of or in any way connected with any Customer referred by them to BlueBet.

- 6.3. Affiliate must provide BlueBet at no cost with all data and information (including, for example, passwords) to enable BlueBet to monitor Affiliate's website to ensure compliance with this Agreement.
- 6.4. Affiliate must ensure that the correct tracking is utilised on their website. BlueBet will not change the Affiliate tracking ID for referrals resulting from incorrect or incomplete tracking. BlueBet is not responsible for commission fees generated from referrals with incorrect or incomplete referral information.
- 6.5. Affiliate must not establish any social network domain, blog domain, profile name or display name containing BlueBet.
- 6.6. Affiliate must not purchase any domains that include BlueBet, or bidding on any keywords or keyword phrases that include, but are not limited to, BlueBet or BlueBet.com.au This includes, but is not limited to, the following search engines: Google, Bing, Yahoo7, NineMSN.
- 6.7. Affiliate must not utilise derivatives of BlueBet in URLs and directory names for the intention of search engine optimisation.
- 6.8. Affiliate must only use the Data Feed provided under this Agreement in accordance with this Agreement 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 accept in accordance with this Agreement.
- 6.9. 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". Traffic generated illegally will not be commissionable.
- 6.10. Affiliate will bear all costs and expenses incurred in connection with the advertising, marketing and promotion of BlueBet.
- 6.11. Affiliate must not create, publish, distribute, or permit any written material that makes reference to BlueBet without first submitting such material to BlueBet and receiving prior written consent, which will not be unreasonably withheld.
- 6.12. Affiliate agrees to cooperate fully with BlueBet in utilising and maintaining links and other promotional tools as supplied by BlueBet. 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 BlueBet
 - c. Update such images with new images provided by BlueBet from time to time throughout the Term of this Agreement;
 - d. Display such graphic and/or textual images prominently in relevant sections of Affiliate's website(s).
 - e. Only direct marketing materials to individuals who are over 18 years of age, have agreed to receive such materials and who are not known to be problem gamblers or registered on BetStop or any other self-exclusion register.
 - f. Incorporate the required consistent gambling messaging as specified in federal and state legislation and guidelines. This includes the use of taglines and calls to actions across all advertising platforms in the manner outlined by the relevant government or regulatory authority.
- 6.13. Affiliate will ensure that the display, broadcast or publication of any material or other action taken pursuant to this agreement will comply in all respects with the applicable Laws in Australia, including but not limited to the laws pertaining to wagering advertising and responsible gambling messaging.
- 6.14. BlueBet employs strict eDM (email direct marketing) guidelines and policies for affiliates, media and other third parties. The eDM guidelines and policies serve to protect the BlueBet group of companies, and email reputation with members, Internet Service Providers (Google, Bing, AOL, Yahoo, Hotmail, etc.) and Spam Services (Spam Cop, Spam Assassin, Goodmail,

Bonded Sender and others). Affiliates that conduct unauthorised eDM communications advertising any of BlueBet-related brands are subject to BlueBet placing their Affiliate account under review and withholding all funds otherwise due pending investigation. Classification of eDM communications that would be subject to review includes unsolicited email (spam), spamvertising and spoofing. By registering as an Affiliate, Affiliate agrees to abide to all No Spam regulations and employ best practices in all marketing email communications. Affiliate further acknowledges and agrees that BlueBet may potentially incur penalties and legal expenses as a result of unauthorised third party email communications from Affiliate and in such event these expenses will be deducted from Affiliate's account. Should these expenses not be covered by funds in Affiliate's account BlueBet reserves the right to demand payment from Affiliate.

- 6.15. Affiliate must not raise any sales invoice in respect of BlueBet for any transactions covered by this Agreement.
- 6.16. Affiliate will acknowledge and comply with the Agreement.
- 6.17. Affiliate must not refer incentivised or adult traffic, unless BlueBet gives prior written approval. Commissions will not be paid for any clients who are referred through unapproved channels.
- 6.18. 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 BlueBet. This includes an inducement to open a betting account, to bet more frequently or any inducement offered with a disclaimer.
- 6.19. Affiliate must ensure they are compliant with all NSW provisions in Parts 4A and 4B of the Betting and Racing Act 1998 and Part 7 of the Totalizator Act 1997.
- 6.20. Affiliate must show (and prove) they have adequate Geo Fencing Software that can block advertisements containing inducements to any state of Australia which has specific prohibitions on advertising of gambling inducements before they undertake any advertising, publishing or promotion of BlueBet.
- 6.21. Upon request from BlueBet, Affiliate must immediately remove and cease to promote any BlueBet related advertisements, communications and marketing material which BlueBet specifies in its request.

7. SOCIAL MEDIA MARKETING

- 7.1. Within Australia, approved affiliates are allowed to promote our brand on their social media groups / pages and click directly through to our site. Affiliates will need to obtain approval for any posts promoting something other than the BlueBet brand to ensure it is compliant in addition to the other requirements set out in this Agreement.
- 7.2. Without limiting Affiliate's other obligations under this Agreement, in relation to all marketing, communications and posts on or via social media platforms (such as Facebook, Twitter and Instagram and other channels approved by BlueBet) relating to BlueBet, Affiliate must:
 - a) not promote any products that have not been provided to them by BlueBet. Any promotional material that does not include the information provided to them by BlueBet, must only be posted with BlueBet's written consent;
 - b) identify all such advertisements, posts and marketing communications as being advertisements. For example, Tweets on Twitter which relate to BlueBet should contain hashtags such as "#ad" or "#spon" at the end of the Tweet;

- c) comply with the relevant social media platform's guidelines and terms of use (including any terms regarding gambling advertising and marketing). For example, if promoting BlueBet's product through Twitter, Facebook or any other social media handle, an 18+ statement (or 21+ in some jurisdictions) may be required to be included in the Affiliate's page bio and any relevant agreements/addendums between the Affiliate and the social media companies must be concluded and signed. Affiliates are to ensure that these requirements are observed, as non-compliance may lead to the suspension or termination of the Affiliates account;
- d) ensure that advertisements and marketing communications relating to BlueBet or gambling in general are not directed at persons under the age of 18 or persons known to be problem gamblers, and to the fullest extent possible, ensure that such communications and advertisements are not accessible by such persons;
- e) ensure that all marketing communications and advertisements reference both BlueBet and Affiliate (in either the ad-copy/text or the image);
- f) not hold itself out as BlueBet, or represent or imply that the communication or advertisement is published by or on behalf BlueBet;
- g) make it clear in any communication by Affiliate to potential BlueBet customers that the communication is made without the knowledge or involvement of BlueBet and that any complaint that the recipient may wish to make should be addressed to Affiliate and not BlueBet; and
- h) in accordance with BlueBet's reasonable directions, include the prescribed Consistent Gambling Messaging, taglines and calls to action (or such other responsible gambling message as reasonably requested by BlueBet) in connection with all marketing, communications and posts relating to BlueBet.

8. WARRANTIES AND LIMITATIONS

- 8.1. This Agreement contains 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.
- 8.2. You expressly understand and agree that to the fullest extent permitted by law BlueBet, its subsidiaries and affiliates, and its licensors and service providers are not liable to you for:
 - a. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, other than where such damages are caused by any act of fraud or wilful misconduct from BlueBet. This includes, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost or procurement of substitute good or services, or other intangible loss;
 - b. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - i. any reasonable changes which BlueBet may make to the Program and notified to you, or for any permanent or temporary cessation in the provision of the Program (or any features within the Program);
 - ii. the deletion of, corruption of, or failure to store, any content or other communications data maintained or transmitted by or through your use of the Program;
 - iii. your failure to provide BlueBet with accurate account information; or
 - iv. your failure to keep your password or account details secure and confidential.

- 8.3. The limitations on BlueBet's liability above apply whether or not BlueBet has been advised of or should have been aware of the possibility of any such losses arising.

9. INDEMNITY

- 9.1. The Affiliate will indemnify and pay or reimburse to BlueBet within 14 days of demand with respect to any and all fines, penalties, losses, demands, claims, damages, costs, expenses (including legal costs and expenses) and liabilities suffered or incurred by BlueBet in consequence of any breach of this Agreement by Affiliate.
- 9.2. Any bona fide claim made by BlueBet under this indemnity may be set-off against and deducted from any Commission or other fees payable to the Affiliate.
- 9.3. BlueBet will take reasonable steps to mitigate the amount of any such fines, penalties losses, demands, claims, damages, costs, expenses and liabilities. Any liability of Affiliate under this clause is reduced to the extent that any act or omission by BlueBet contributed to that liability.
- 9.4. The Affiliate will indemnify and forever hold BlueBet 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.

10. MISCELLANEOUS

- 10.1. This Agreement constitutes the entire agreement between Affiliate and BlueBet in relation to its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 10.2. Affiliate agrees that if BlueBet does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which BlueBet has the benefit of under any applicable law), this will not be taken to be a formal waiver of BlueBet's rights and that those rights or remedies will still be available to BlueBet.
- 10.3. Affiliate may not assign this Agreement without prior written consent of BlueBet, such consent not to be unreasonably withheld. Subject to that restriction, this Agreement will be binding on, operate to the benefit of, and enforceable against Affiliate and BlueBet and their respective successors and assigns. Should an affiliated website be sold, whether that website's existing sheet of Customers will be transferred to the new owner and / or accepted by BlueBet for the purposes of the Program is at the reasonable discretion of BlueBet.
- 10.4. BlueBet and Affiliate are independent contractors, and no terms in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Affiliate will have no authority to make or accept any offers or representations on behalf of BlueBet. Affiliate will not make any statement, whether on its website or otherwise, that states or implies that Affiliate has the authority to represent BlueBet.
- 10.5. Any term or part of a term of this Agreement that is held invalid or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.

10.6. The laws of New South Wales, Australia govern this Agreement. Any action relating to this Agreement must be brought in New South Wales, Australia and you irrevocably consent to the jurisdiction of its courts.

This Agreement and all representations, obligations, undertakings and warranties contained in it will operate for the benefit of any successor and/or assignees of BlueBet.

The Affiliate will allow BlueBet and its reputable third party auditors to conduct an audit of the activities and records of the Affiliate, and permit BlueBet to take copies of such records, on reasonable notice, at reasonable times, and no more than once during each year of the term. The Affiliate will provide access to its records, systems, facilities and/or personnel (each to the extent reasonably necessary) in connection with the audit.

11. PERSONAL INFORMATION COLLECTION STATEMENT

11.1. When you apply to be an Affiliate with BlueBet, BlueBet 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 Eidentity or GreenID) 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.

11.2. 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.

11.3. 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, New Zealand 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.

Any questions? Email affiliates@bluebet.com.au