

## Terms and Conditions

### 1. General

- 1.1 Please ensure you read the following Terms and Conditions prior to using this website, <https://lotteryofficeaffiliates.com/> (TLO Affiliates) to ensure you are aware of your legal rights and obligations with respect to TLO Affiliates and the services it provides.
- 1.2 By using the website, including without limitation viewing the content, you hereby agree to the Terms and Conditions. By submitting an application to become an Affiliate you do so under these stated Terms and Conditions and the submission of them is absolute agreement of those Terms and Conditions as the essential basis for any Affiliate Agreement with us that may result from your application.
- 1.3 TLO Affiliates is owned and operated by **Global Players Network Pty Ltd, 20 Catterthun Street, Darwin, Northern Territory, Australia, 0821**, and is the official affiliate program for The Lottery Office (<https://www.lotteryoffice.com.au/>).
- 1.4 We reserve the right, in our absolute discretion, to change the Website Terms and Conditions at any time. TLO Affiliates will post any changes to the Terms and Conditions on the website and further notify you by emailing you the Terms and Conditions containing the highlighted changes to your last notified email address on our records. The approved new version of these Terms and Conditions shall be effective 7 days after posting to the TLO Affiliates website. It is the responsibility of the Affiliate to be aware of any updates to these Terms and Conditions. If you object to the modifications you should terminate your Affiliate Agreement. Your continued participation in the Affiliate Program following such posting shall be deemed binding acceptance of the modification.
- 1.5 The Northern Territory Government licences the operation of The Lottery Office which is subject to the regulatory control of the Director of Licensing, Licensing NT (The Director). If the Director considers that, as a matter of public interest, a situation of urgency exists then he may, at his sole discretion, direct that changes to the Terms and Conditions which shall be effective within such time frame as required under those circumstances including a direction that the changes shall be effective immediately upon posting to the said website.
- 1.6 A further condition of our licence is that the Director has the right to approve service contracts such as affiliate agreements between The Lottery Office and other parties. For the purposes of assessing these contracts the Government may conduct probity checks and other background investigations on the parties and their principals in order to discharge its responsibilities including those under the Money Laundering and Anti-Terrorism Act. For this purpose we are required to provide the Government with personal information about Affiliates including periodic trading figures.
- 1.7 The Government may, at its sole discretion, based on relevant factors including the periodic amount of Affiliate commission paid, require further information from the principals of the Affiliate including but not limited to: personal identification details; details of any relevant criminal convictions and the outcomes of any probity checks conducted by other regulatory bodies in Australia or elsewhere. You agree to cooperate with these requests. You also agree that if you fail to adequately cooperate with these requests TLO Affiliates may in its absolute discretion refuse to accept your enrolment with the TLO Affiliates Program or terminate your current affiliation/registration with TLO Affiliates without notice to you.
- 1.8 All personal information provided by the Affiliate as part of registering for, and participating in, the TLO Affiliates Program will be dealt with in accordance with the TLO Affiliates Privacy Policy (see <https://lotteryofficeaffiliates.com/privacy>).
- 1.9 The Director, based on the outcome of investigations, may give us directions regarding the relevant Affiliate Agreement including the termination of such an agreement. The Affiliate acknowledges that we are required to follow such directions.

### 2. Definitions and Interpretation

2.1 For the purposes for this agreement the following words will have the meanings as stipulated:

**Affiliate:** Person who, by making an application, upon acceptance registers for an account with TLO Affiliates and agrees to market and promote certain TLO Affiliates products and thereby refer Players to our website.

**TLO Affiliates Program:** Official affiliate program of The Lottery Office (<https://www.lotteryoffice.com.au/>)

**Commission Rate:** Rate of commission payment to the Affiliate.

**Affiliate Account:** Personal account opened by an Affiliate and maintained by TLO Affiliates allowing the Affiliate to monitor his activities with TLO Affiliates and to receive Affiliate commissions.

**Affiliate Tracking Code:** Unique tracking URL code assigned to you where Players' activities are tracked and commission calculated.

**Cookie:** For the purposes of these Terms & Conditions, a cookie is a value stored in the client's browser. When a user lands on The Lottery Office website via an affiliate link, a cookie is saved in the user's browser. Those cookies are used to track affiliate referral.

**Cookie Time Frame:** The time frame in which a cookie remains in a potential client's browser and will attribute the referral to that affiliate's referral link. The Lottery Office Affiliates cookie time frame is 30 days.

**Referrals:** When a visitor clicks on a tracking link contained in a URL or within a banner or creative piece.

**Player:** Person who successfully registers an account with The Lottery Office (<https://www.lotteryoffice.com.au/>).

**Approved Marketing Materials:** Marks, banners, buttons, text links, logos and other forms of creative tools provided by TLO Affiliates to the Affiliate for the purpose of marketing and promotion.

**Marks:** Our trade name(s), trademarks, logos and any other devices or designations whether or not we have registered the relevant trademark or copyright which may be used by us at any time.

**Matching Lotteries:** Those approved lotteries which are matched with nominated lotteries by direction of the Director of Licensing.

**Spam:** Refers to email or electronic communication which an Affiliate sends promoting or marketing or otherwise referring to the Lottery Office, the website or our services or which contains any marketing materials or trackers which breach our Electronic Marketing rules as set out hereunder in clause 6.

**Shall:** Where the word "shall" appears in these Terms and Conditions it is intended to create a binding obligation on the appropriate party. When the word "will" is used there may be such an obligation on an appropriate party depending on the context.

**The Site:** The web site of The Lottery Office used to conduct its services for the benefit of its players.

### 3. Affiliate Registration and Acceptance of this Agreement

3.1 To enrol in the TLO Affiliates program, the Affiliate must complete the online application for registration form on the TLO Affiliates website, providing accurate information and ticking acceptance of these Terms and Conditions. Upon acceptance of the application for registration TLO Affiliates will authorise the opening a relevant Affiliate Account.

3.2 Potential applicants to enrol in the Affiliate program are advised that all players must comply with all of the Terms and Conditions stipulated on The Lottery Office website. Those Player Terms and Conditions state the required conditions of eligibility to be accepted by us as a Player and govern the contract between The Lottery Office and the Players for the provision of our services.

3.3 Applicants acknowledge that they have read and are aware of these Player Terms and Conditions and shall only seek to refer qualified persons to our website. Further you shall not assist persons referred to our website to breach the Player Terms and Conditions either when making an application to become a player or at any time thereafter. Applicants who refer excessive numbers of ineligible persons or persons who are later disqualified as players for breaches of the Player terms and Conditions may have their Affiliate Agreement terminated by us.

### 4. Operation

4.1 Except as otherwise provided in this Agreement or with our consent, you agree that all information, including, without limitation, the terms of this Agreement including any additional agreed clauses and/or terms, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or any of our affiliates will remain strictly confidential and secret and shall not be utilised, directly or indirectly, by you for any purpose other than your participation in the affiliate program, except and solely to the extent that any such

information is generally known or available to the public through a source other than you. You shall not use any information obtained from the affiliate program to develop, enhance or operate a service that competes with the affiliate program, or assist another party to do the same.

- 4.2 You shall market our Site on the internet or by other agreed marketing channels and thereby refer potential Players to the Site. You will do so by lawfully placing our downloaded marketing material on sites owned or operated by you or where you have legal access to do so. You will also conduct such marketing by other forms of internet communications to potential players. You shall be solely liable for the content and manner of such marketing activities which must be professional, proper and lawful under applicable rules, regulations or laws (including any laws relating to content and nature of any advertising or marketing) and otherwise comply with the terms of this Agreement.
- 4.3 The Lottery Office owns the approved marketing material, marks and the contents of its website and all relevant intellectual property. We grant you a non-exclusive, non-transferable, revocable right to use such marketing material and marks and to access our web site solely in accordance with these terms and for the purposes of this Agreement. Upon termination thereof such rights are immediately extinguished and all such material and intellectual property shall be destroyed or returned to us.
- 4.4 At the present time The Lottery Office restricts players on its website to those who are resident in Australia and New Zealand. Therefore affiliates who register with TLO Affiliates are not permitted to target players outside those countries. From time to time, The Lottery Office may approve players resident in other countries to be eligible players on its website. Affiliates will be notified of new countries that may then be targeted by way of amendment to the relevant Schedule contained in these Terms and Conditions.

#### **Schedule of Approved Countries**

Australia, New Zealand
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- 4.5 On acceptance by us of your application, TLO Affiliates will provide you, as an Affiliate with login information to a secure section of the TLO Affiliates website referred to as the Affiliate Account area, where access to reporting on player tracking history, player activity and commission payable is available.
- 4.6 Players referred to the Site by the Affiliate will be identifiable by the Affiliate Tracking Code which will enable the relevant Player to be attributed to the referring Affiliate for Commission purposes. A Player referred to the Site by an Affiliate will be accredited to that affiliate for Commission purposes once they have first deposited & spent a minimum of \$10 AUD. As stated above under the definitions of Cookie Time Frame, an Affiliate who first refers a Player to the Site will receive the accreditation for the Player if they are accepted for registration as a Player on the Site within 30 days of that initial referral.
- 4.7 TLO Affiliates may decide to reject an Affiliate's application or immediately cancel an existing Affiliate Agreement for registration if it so determines, in its sole discretion, on the basis that the Affiliate site/s are unsuitable for any reasons, which include, but are not limited to, the following reasons:
- a) Affiliate violates any local law, regulation, rule or treaty, in particular local privacy, marketing or gaming laws and regulations;
  - b) Affiliate develops and/or implements marketing strategies which have as their direct or indirect objective the targeting of TLO Affiliates and/or The Lottery Office to any persons under 18 years of age or the relevant age of consent;
  - c) Affiliate shall not approve, assist or encourage any third party to place marketing materials on any online site or other medium where the content and/or material on such website or medium is libellous, discriminatory, obscene, unlawful, sexually explicit, pornographic or violent or which is, in TLO Affiliate's sole discretion otherwise unsuitable;

- d) Affiliate shall not place marketing materials on any online site or other medium where the content and/or material on such online site or medium:
  - i. Infringes any third party's intellectual property rights;
  - ii. Copies or resembles the Site in whole or in part;
  - iii. Denigrates TLO Affiliates or The Lottery Office or damages its goodwill or reputation in any way;
  - iv. Frames any page of the site in whole or in part, in any way alter, redirects or in any way interferes with the operation or accessibility of the Site or any page thereof.
- e) Affiliate shall not register a Player on behalf of any third party, or authorise or assist (save by promoting the Site/s and services in accordance with this Agreement) any other person to register as a player;
- f) Affiliate shall not cause the site/s (or any parts or pages thereof) to open in a visitor's browser or anywhere else used for accessing the services other than as a result of the visitor clicking on approved marketing materials;
- g) Affiliate does not attempt to intercept or redirect traffic from any online site or any other place that participates in the TLO Affiliates program;
- h) Affiliate shall not use any means to promote sites which resemble in any way the look and/or feel of the Site/s whether in whole or in part, nor utilize any such means or site to create the impression that such sites are the official Lottery Office Site/s (or any part of the Lottery Office Site/s) or the official TLO Affiliates Site/s (or any part of the TLO Affiliates Site/s);
- i) Affiliate shall not violate the trademark, copyright or other intellectual property rights of a third party;
- j) Affiliate shall not promote discrimination based on race, sex, age, nationality, religion, disability, or sexual orientation;
- k) Affiliate shall not promote violence, or adult oriented material featuring nudity and acts of a sexual nature; and
- l) Shall not promote or use any form of SPAM or unsolicited commercial email.

4.8 The following conditions shall also apply:

- (i) Affiliate shall not reassign or move existing Players between Affiliate Accounts without written consent from TLO Affiliates;
- (ii) Affiliate shall not induce existing Players to re-sign with a different username. In addition to being against the Player Terms and Conditions, TLO Affiliates considers the re-signing of existing players as fraud traffic and reserves the right to withhold Affiliate Fees relating to such traffic;
- (iii) Should an Affiliate commit any form of fraud or illegal activity, the Affiliate agrees to be solely liable for any and all damages that TLO Affiliates or The Lottery Office may suffer as a result of such action and TLO Affiliates will, without affecting its accrued rights, be entitled to terminate this Agreement immediately;
- (iv) The Affiliate will be notified of termination of this Agreement for Registration via email; and
- (v) Should fraudulent activity arise via a person directed to the Site via the Affiliate's links, TLO Affiliates retains the right to deduct/retract the Affiliate Commission paid to the Affiliate at any time before or after such activity. TLO Affiliates decision will be final and a matter for its own discretion.

4.9 In such circumstances TLO Affiliates reserves the right to:

- (i) Retain all commission amounts due to the Affiliate under this Agreement if it has reasonable cause to believe that such traffic has been caused with the Affiliate's knowledge; and
- (ii) Reserve the applicable Affiliate commission with respect to such traffic, even if the Affiliate has not knowingly generated such traffic.

**5. Affiliate Commission & Payment Terms**

5.1 Affiliate Commission payment arrangement is set out in the table below:

## Commission Rates

Based on Monthly Net Gaming Revenue (AUD)

Percentage Paid	Net Revenue Band Limit
18%	\$ 1 - \$6000
22%	\$6001 - \$10,000
By Negotiation	Over \$10,000

Cost Per Acquisition of new first time depositing players may be negotiated only after proven performance.

NOTE: Minimum of 1 new depositing player per month required. If an affiliate fails to refer one new depositing player per month for 3 consecutive months, their account will be reviewed and this process, where possible will include discussions with the Affiliate. Following this the Company will, at its sole discretion decide on the status of the Account including a decision that entitlement to commissions will be suspended. No commissions will be back-paid if an Affiliate fails to bring the minimum number of depositing players in a period and their entitlement to commissions is therefore suspended.

- 5.2 All Commission is calculated on the net revenue generated by persons referred to our website by the Affiliate. Nothing in this agreement prevents us from negotiating and agreeing additional rates and/or bonus payments with Affiliates at our sole discretion.
- 5.3 For the purposes of determining the Commission payable to an Affiliate the Net Gaming Revenue is defined as the price paid by our customers for our lottery service less the following expenses:
- a) The cost of prizemoney for a relevant lottery draw and in the case of matching lotteries that cost will be the total cost to us for the purchase of the matching nominated lottery ticket;
  - b) All gaming tax and Goods and Services Tax (GST) payable on the relevant transaction;
  - c) Payment processing costs such as credit card costs that will be averaged each quarter based on overall charges;
  - d) Any charity component that is applied to the ticket cost paid by the customer;
  - e) Any bonuses used by players;
  - f) Chargebacks & chargeback fees
- 5.4 TLO Affiliates will calculate and notify the commission payable to Affiliates monthly in arrears and will pay such commission within 7 days of calculation. This commission total will be known as the Monthly Affiliate Commission. The amount of the Commission may be subject to adjustments in accordance with these Terms and Conditions.
- 5.5 You shall comply with all applicable laws and any policy notified by us through our Website or otherwise in relation to money laundering and/or the proceeds of crime.
- 6. Spam Protection**
- 6.1 An Affiliate must have written consent from the proposed recipient(s) prior to sending any electronic communications and such consent must be provided to an affiliate by an opt-in consent mechanism and any tick box must not be pre-populated.
- 6.2 You must clearly identify yourself as the sender of any communication and it must clearly and expressly state that it is marketing or promoting The Lottery Office and/or our services.

- 6.3 An Affiliate must not use our marketing materials in a manner as to potentially confuse a Player or potential Player and such communication must not be sent to persons under the age of 18 years of age or the age of consent in that locality whichever is the higher.
- 6.4 An affiliate must not include viral marketing methods as part of their electronic marketing activities.
- 6.5 Recipient(s) are not to be misled in anyway by the content and purpose of the said communication.
- 6.6 Affiliate must provide recipient(s) with an “opt-out” or “unsubscribe” option in each communication and you must abide by the directions of persons who elect that option.
- 6.7 An Affiliate is responsible for ensuring that their communications comply with applicable laws and codes of practice, including the European General Data Protection Regulations (GDPR) and any other applicable local enactments thereof in relation to electronic marketing in the European Union.

## **7. Chargebacks**

- 7.1 Should a customer referred by the Affiliate charge back a credit card transaction or should The Lottery Office not receive full payment for its services from the customer for any reason, then TLO Affiliates reserves the right to deduct its relevant losses including chargeback fees from current or from future Monthly Affiliate Commission.
- 7.2 TLO Affiliates has the right to cancel the Agreement for Registration and the account of those Affiliates who have demonstrated an unusual quantity of chargeback refunds from persons they have referred to our website.

## **8. Confidentiality**

- 8.1 The Affiliate agrees to keep confidential any confidential and sensitive information that may be supplied to the Affiliate by TLO Affiliates or by The Lottery Office during the continuance of this Agreement and for a period of three (3) years subsequent to the termination of this Agreement, and shall not disclose to any third parties any matters incidental or relating to this Agreement or to the Lottery Office business.

## **9. Indemnity**

- 9.1 The Affiliate hereby agrees and undertakes fully to indemnify and hold TLO Affiliates and The Lottery Office, its directors, officers, employees and representatives harmless both before or after the termination of this Agreement for and against all damages, loss, claims, demands, expenses (including legal and professional expenses), costs and liabilities which TLO Affiliates, The Lottery Office or any of its Group Company may at any time incur directly or indirectly due to all or any breaches by the Affiliate of the terms specified in this Agreement.
- 9.2 TLO Affiliates shall not be liable to the Affiliate in respect of any loss of profit, goodwill, data or any special indirect or consequential loss (including loss or damage suffered by the Affiliate as a result of an action brought by a third party) arising out of this Agreement or the performance thereof even if such loss was reasonably foreseeable or TLO Affiliates had been advised of the possibility of the Affiliate incurring the same.
- 9.3 Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity who/which is not a party to this Agreement.

## **10. Warranties and Representations**

- 10.1 TLO Affiliates makes no express or implied warranties or representations with respect to this affiliate program, The Lottery Office website or any content, products or services available therein or related thereto (including, without limitation, its functionality, warranties of fitness, merchantability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage).

10.2 Furthermore, TLO Affiliates makes no representation that the operation of the Sites, system, network, software or hardware (or that provided to TLO Affiliates by third parties) will be uninterrupted or error-free and will not be liable for the consequences of any interruptions or errors.

## **11. Term and Termination**

11.1 The term of this agreement commences following acceptance and registration when the Affiliate downloads a banner or any other marketing tool provided by TLO Affiliates and links this to the Site/s and will be continuous unless and until either party notifies the other in writing that it wishes to terminate this agreement, in which case this agreement may be terminated immediately. Termination is at will, for any reason, by either party. For the purposes of notification of termination, delivery via email is considered a written and immediate form of notification.

11.2 Without prejudice to the generality of the preceding clause, for the purposes of clarity and in addition to previous stated conditions, TLO Affiliates shall terminate this Agreement immediately and close the Affiliate's Account, with immediate email notification, if the Affiliate:

- (i) uses any form of spam;
- (ii) discredits TLO Affiliates through false advertising, written or uttered words;
- (iii) makes any claims, representations, or warranties in connection with TLO Affiliates or its Service;
- (iv) breaches this Agreement; and/or
- (v) commits any act of bankruptcy or insolvency in any jurisdiction.

11.3 Upon termination:

- (i) The Affiliate rights and licences under this Agreement are immediately cancelled and you must immediately cease the promotion of The Lottery Office services and website;
- (ii) You shall remove all The Lottery Office Approved Marketing Materials from your sites and disable any links from your sites to The Lottery Office Site/s;
- (iii) All rights and licenses provided to the Affiliate in this Agreement shall be immediately terminated;
- (iv) In the case of termination of this Agreement due to Fraud, or any other illegal activity or unethical marketing activity as defined in this Agreement, by the Affiliate, the Affiliate shall be entitled only to those unpaid Affiliate Commissions, if any, earned by the Affiliate on or prior to the date of termination which are not subject to retention under the terms of this Agreement;
- (v) If the Affiliate fails to fulfil the Affiliates obligations and responsibilities throughout the term of this Agreement, the Affiliate Commissions otherwise owing to the Affiliate on termination shall not be paid to the Affiliate;
- (vi) If TLO Affiliates continues to permit activity from Players referred by the Affiliate after the Affiliates termination, this will not constitute a continuation or renewal of this Agreement or a waiver of termination.

11.4 Both parties shall 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, which by their nature are designed to survive termination, as set out in this Agreement. Termination will not relieve the parties from any liability arising from any breach of this Agreement, which occurred prior to termination.

## **12. Governing Law**

12.1 This Agreement shall be governed in accordance with the laws of the Northern Territory Government of Australia and you hereby agree to submit for the benefit of us, to the exclusive jurisdiction of the Courts of the Northern Territory of Australia, for the settlement of any dispute or matter concerning this Agreement or its enforceability and you hereby waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.

## **13. Assignment**

13.1 The Affiliate is not permitted to assign or otherwise transfer this Agreement nor any of its rights or obligations without TLO Affiliates' prior written consent.

## **14. This Agreement is considered signed and approved:**

14.1 By TLO Affiliates and the Affiliate upon completion acceptance of the form by us and authorisation for the opening of the Affiliate Account.