

Genting Vegas Affiliate Partner Terms and Conditions

Version 1.11

Effective Date: 10th July 2020

IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE REGISTERING AS AN AFFILIATE.

YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS FORMS A BINDING CONTRACTUAL AGREEMENT BETWEEN YOU AND GAMETECH MARKETING LIMITED, A COMPANY THAT FORMS PART OF THE GENTING VEGAS MOBILE GAMING GROUP.

WHEN USING THIS WEBSITE AND/OR REGISTERING AS AN AFFILIATE WITH THE AFFILIATE PROGRAMME, YOU AGREE TO BE LEGALLY BOUND BY, AND COMPLY WITH, OUR TERMS AND CONDITIONS.

IF YOU ARE A DANISH REGISTERED ENTITY, ANY AND ALL REFERENCE MADE IN THESE TERMS AND CONDITIONS TO “GENTING VEGAS” (AS DEFINED HEREINBELOW) SHALL MEAN AND MAKE REFERENCE TO GAMING MOMENTUM LIMITED, A COMPANY INCORPORATED IN MALAYSIA, HAVING ITS REGISTERED OFFICE THE PINNACLE PIRSIARAN LAGOON, SUBANG SUIT 20-01 & 20-02B, LEVEL 20, BANDRA SUNWAY, 47500, MALAYSIA. GAMING MOMENTUM LIMITED FORMS PART OF THE GROUP (AS DEFINED HEREINBELOW).

Definitions

Admin Fee

The value of free credits, fraud adjustments or cash handed out to Referred Players by the casino or any other direct costs incurred to maintain the loyalty of a Referred Player (e.g. the cost of a gift to a Referred Player).

Agreement

These Terms and Conditions, together with, where applicable, any other contractual instrument concluded between the Parties in relation to the Affiliate Programme. To the extent that the said contractual instrument is

governed by these Terms and Conditions, any reference to the “Agreement” as included therein shall also mean a reference to these Terms and Conditions. Further, any reference to this “Agreement” in these Terms and Conditions shall also include and refer to such other contractual instrument.

For the avoidance of doubt, these Terms and Conditions shall supersede any other terms and conditions applicable to such contractual instrument concluded between the Parties.

Affiliate

You, the person (whether an individual or a company/corporate entity/organisation) who has registered and been accepted by Genting Vegas as an Affiliate participating in the Affiliate Programme.

Affiliate Account

An account in the name of the Affiliate on NetRefer.

Affiliate Link/s

Internet hyperlinks used by the Affiliate to link from the Affiliate Website/s or any other third-party website to the Websites.

Affiliate Network

An individual and/or entity which You have a business relationship with and who operates for You with the intention of driving traffic to the Websites, or that You direct in any appropriate manner to the Websites and who does not have an Affiliate Account directly with Genting Vegas but is connected to Your Affiliate Account.

Affiliate Programme

The Affiliate Programme operated by Genting Vegas whereby the Affiliate promotes the Websites via Affiliate Links.

Affiliate Website/s

Any website/s on the world wide web which is/are maintained, operated, or otherwise controlled (whether directly, indirectly or through an Affiliate Network) by the Affiliate.

Applicable Law

All laws, statutes, regulations, edicts, bye-laws, mandatory codes of conduct and mandatory guidelines, whether local, national, international or otherwise existing from time to time, which are legally binding on either Party and which are applicable to that Party's rights or obligations under this Agreement.

Balances Carried Over

In the calculation of commission where Net Win is negative due to Customer winnings and/or Admin Fees and/or Cash Items and/or Progressive Contributions the said balance will be set to zero. A negative balance due to Fraud Costs will however be carried over where applicable.

Brand

This includes, but is not limited to, the "Genting Vegas", "Genting Vegas Sport", "GoGo Casino" and the Group's UK brands, and further includes without limitation any and all of the trademark registrations/applications of the Group, any taglines or marketing slogans used by the Group, as well as any other brands (whether registered or unregistered) owned and/or used by the Group, as may be indicated by the Group from time to time.

Chargeback

The reversal of a payment made previously to Us by a Referred Player or the credit card-issuing bank or any other third-party payments solution provider. Chargebacks are regarded as Fraud for the purposes of calculating net revenues.

CPA Deal

A 'Cost-Per Acquisition' deal, whereby Genting Vegas pays You a predetermined amount for each Referred Player.

Data Protection Laws

Regulation (RM) 2016/679 of the Malaysian Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and

repealing Directive 95/46/RM with national implementations as applicable ('GDPR') and Chapter 586 of the Laws of Malaysia ('MDPA') including any subsidiary legislation issued thereunder (as may be amended from time to time) and also, where applicable, the guidance and codes of practice issued by any relevant supervisory authority or similar authoritative entity.

Fees

The amounts due to You by Genting Vegas in exchange for the provision of the services in accordance with the conditions of this Agreement, calculated under the profit-share model, cost-per-acquisition-model, or hybrid model, as the case may be.

Fraud

Any form of fraud committed by an Affiliate and/or a Referred Player, which in Our sole opinion, is deliberately practiced by a Referred Player and/or an Affiliate in order to secure a real or potential, unfair or unlawful gain, including but not limited to:

- I. Chargebacks;*
- II. Bonus abuse by a Referred Player or group of Referred Players;*
- III. Your (or a third party's) encouragement to a Referred Player to abuse Our bonus offers;*
- IV. Collusion on the part of the Referred Player with any other Referred Player;*
- V. Your (or a third party's) offering or providing unauthorised incentives (financial or otherwise) to potential Referred Players to encourage them to sign up;*
- VI. Dropping or stuffing cookies;*
- VII. A Referred Player holding multiple accounts.*

Fraud Costs

The costs incurred (financial or otherwise) by Us as a direct or indirect result of Fraud committed by You, Your employees, Sub-Affiliates, business partners, Referred Players, and/or third parties linked to Your Affiliate Account to whom You, as an Affiliate, have introduced the Products.

Gross Win

The total revenue generated by all Products as a result of all bets and/or deposits by Referred Players introduced to Us by You.

Group

Any and all of the companies (including Genting Vegas) forming part of the Genting Vegas Mobile Gaming Group and any and all companies associated with the Brand from time to time.

Intellectual Property

Any and all intellectual property rights associated with Group and any and all of the Brands, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trade marks, word marks, data base rights, applications for any of the above, moral rights, know-how, trade secrets, domain names, URL, trade names or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

Markets

All markets in which the Group operates.

Genting Vegas

GameTech Marketing Limited, a company incorporated in Gibraltar, bearing incorporation number 119354, having its registered office at 327 Main Street, Gibraltar, GX11 1AA, Gibraltar. GameTech Marketing Limited forms part of the Group.

NetRefer

Any commercial platform (as may be indicated by the Group from time to time) used by Us to track Your marketing campaigns.

Net Win

Gross Win minus bonuses, Fraud Costs, Progressive Contributions and any other network fees.

Party

Either Genting Vegas or the Affiliate (jointly referred to as the 'Parties').

Progressive Contributions

A percentage of revenue generated on any progressive game that is paid over by Us into the Affiliate Network's progressive pool.

Product/s

An online gaming or sportsbook product (including but not limited to casino, poker, bingo, rummy and sports betting) for which professional services are rendered by the Group.

Profit Share Deal

A revenue-share deal where You receive payment through a profit-share model that is tracked on NetRefer.

Referred Player/Customer

An individual who has, for the first time and in an appropriate manner, registered for an account with Us directly through one of Your Affiliate Links. For the avoidance of doubt, players which are already Our customers shall not be considered "Referred Players". By opening an account with Us, any Referred Player will become Our customer and must comply with all Our applicable rules, policies, terms and conditions and operating procedures.

Sub-Affiliate/s

An individual/corporate entity/organisation that You have a business relationship with and who operates for You with the intention of driving traffic to the Websites, or that You direct in any appropriate manner to the Websites.

Spam

Unwanted or unsolicited email or SMS or any other form of communication sent indiscriminately to one or more mailing lists, individuals, or newsgroups. This shall include not having appropriate opt-ins and/or opt-outs prior to the sending of such communication and the lack of maintaining records of the same.

Terms and Conditions

These terms and conditions, titled the 'Genting Vegas Affiliate Partner Terms and Conditions'.

Website/s

The website www.gentingvegas.com, and/or any other website belonging to, operated by or associated with the Group or Brand, and any other website as may be added by Us from time to time.

Us/ We/ Our

The Group and all related Brands.

You/ Your/ Member

You in Your capacity as an Affiliate, and any Sub-Affiliates which You may engage pursuant to this Agreement.

1.0 Affiliate Appointment

Your application to be an Affiliate will be reviewed following submission and You will be notified in a timely manner of Our acceptance or rejection of Your application.

If the information provided by You upon registration is deemed insufficient, We reserve the right to reject Your application to become an Affiliate and to withhold pay-out.

Upon acceptance into the Affiliate Programme, You hereby accept the appointment as an Affiliate. For the avoidance of doubt, any auto-approval by Us does not imply that We may not re-evaluate Your application at a later stage.

You acknowledge that this Agreement does not grant You an exclusive right or privilege to assist Us in the provision of services arising from Your referrals and that You shall have no claims to any fees or other compensation on business secured by or through persons or entities other than You.

2.0 Affiliates: Your Rights

2.1 License to direct potential Referred Customers to the Website

Upon acceptance as aforesaid, We grant You a non-exclusive, non-transferable, revocable license, during the term of this Agreement, to direct potential Referred Customers to the Website, in accordance with the terms of this Agreement.

2.2 License to use certain Intellectual Property

During the term of this Agreement, You are granted a non-exclusive, non-transferable, revocable right and license to use the Approved Marketing Material as defined below (hereinafter referred to as "Licensed IP"). The license in conjunction with the Licensed IP granted to You in terms of this Clause shall be conditional and strictly contingent upon the following:

- a. The Licensed IP may be used solely and strictly as required for You to fulfil Your obligations under this Agreement;*
- b. The Licensed IP may not be sub-licensed, assigned or otherwise transferred by You to any third party without Our prior written permission;*
- c. You may not in any manner whatsoever, modify, alter, adjust, remove, crop, manipulate and create any derivate works of the Licensed IP;*
- d. You shall not, during the term of this Agreement or at any time thereafter, assert the invalidity, unenforceability, or contest the ownership of the Intellectual Property rights in any action or proceeding of whatever kind or nature, and further You shall not take any action that may prejudice Our rights in the Intellectual Property, render the same generic, or otherwise weaken their validity or diminish their associated goodwill;*
- e. You may not use the Licensed IP or any Intellectual Property in a manner that would create a confusion to customers, notably without limitation as to the origin of the marketed goods and services, portray Affiliate as forming part of the Group or impersonate the Group or the Brand;*
- f. You shall, at all times, fully comply with all the terms of this Agreement (including any restrictions contained herein);*

- g. All rights not expressly granted herein shall remain strictly with Us;*
- h. Your use of any other Intellectual Property of the Group or Brand shall be strictly subject to prior written approval;*
- i. We shall have a right to revoke the license as provided herein at any time and without cause.*

Notwithstanding anything to the contrary, Genting Vegas retains the right to request a written agreement signed by both Parties detailing any other terms which Genting Vegas at its sole discretion deems appropriate, such as any payment terms, methods of giving notices, other rights and obligations of both Parties and including a term during which You are allowed to make use of such Licensed IP provided You abide by the terms set forth by Genting Vegas which shall be clearly stated within such agreement.

2.3 Registration of Referred Players/Customers

We will register Referred Players/Customers and will track their gaming activity. We reserve the right at our sole discretion, to refuse Referred Customers (or to close their accounts), if necessary in order to comply with any regulatory or legal requirements that may arise.

2.4 Financial reporting on Referred Player/Customer activity

The style, form, content, and frequency of generated reports may, at Our discretion, vary from time to time. You will be provided with remote online access to generated reports of Referred Player activity and the Fees attracted by that activity. To gain access to these online reports, You will need to use Your username and password as provided to You by Genting Vegas. We will provide You with a unique tracking link, but it is Your responsibility to ensure that the tracking links You use are in the correct syntax. We cannot track Referred Players referred by You if the links You use are incorrect, so You must ensure to copy the code exactly as presented in NetRefer. We will not be liable to pay Fees on any Referred Players who are not tracked due to modified tracking codes or links. It is

Your responsibility to inform Genting Vegas immediately if the tracking link provided is broken or does not work correctly.

In the event that a Referred Player does not convert from a registered player to a depositing player within the first twelve (12) months of her/his lifecycle as a Referred Player, We reserve the right to remove the affiliate tag and not pay any Fees in relation to such Referred Player.

2.5 Modification of the Terms and Conditions

*We may amend, alter, delete, interlineate or add to these Terms and Conditions at any time and in Our sole discretion, by posting a change notice or a new agreement on Our site. Such amendments, alterations, deletions, interlineations or additions may include, for example, changes in the scope of available Fees, fee schedules, payment procedures, and referral programme rules. Any amendments, alterations, deletions, interlineations or additions to this these Terms and Conditions shall be effective immediately upon notice, by display on the Website and/or on NetRefer ('**Notice**'), and shall supersede all previous versions. Your use of the Website and/or continued marketing of Us or the Products after such Notice is given to You will be deemed as the acceptance of such amendments, alterations, deletions, interlineations or additions, or the new Agreement should these Terms and Conditions be replaced in their entirety. Be sure to review this Agreement periodically to ensure familiarity with its most current version. Please note that no purported modifications, amendments, alterations, additions, deletions or interlineations of this Agreement by You are permitted or will be recognized by Genting Vegas. No employees, officers, representatives or agents of Genting Vegas or the Group may verbally alter, modify or waive any provision of this Agreement.*

3.0 Your Warranties

By applying to be registered as an Affiliate, You warrant the following:

- a. The information You provide Us with upon registration is complete, valid and truthful, as is any other information You provide thereafter during the term of this Agreement;*
- b. In the event that You are not an individual, the person submitting the application has the full right, power and authority to enter into this Agreement on behalf of such company/corporate entity/organisation;*
- c. The execution of this Agreement by such individual, and the*

performance by You of Your obligations and duties hereunder, do not and will not violate any agreement to which You are a party or by which You are otherwise bound;

d. That You have all requisites, legal and authoritative, to enter into this Agreement and to carry out and perform Your obligations under the terms of this Agreement;

e. You shall comply with all Applicable Law and regulations (including Data Protection Laws) related to the performance contemplated under this Agreement;

f. Your performance of this Agreement shall not infringe the intellectual property rights or any other rights of any third party, including without limitation, right of privacy, right of publicity, contractual or other right of any person, or constitute any libel or slander of any person.

g. To provide, at any given point, both before Your appointment as an Affiliate as well as at any point during the duration of the Agreement, whether You are a company/corporate entity/organisation or an individual, upon Our request, any due diligence information, including but not limited to: proof of identity; proof of address; incorporation documents; company and/or group structure; verification documents regarding board members, directors, shareholders and beneficiaries; confirmation or otherwise of any political connections, sanctions, and adverse media; and any other corporate documents and/or certificates;

h. To provide, at any given point during the duration of the Agreement, any such information to Us as We may reasonably require in order to enable Us to comply with Our information reporting and other obligations to any relevant supervisory authorities;

i. When carrying out activities on Our behalf, to conduct Yourself as if You were bound by the same license conditions and subject to the same codes of practice applicable to Us.

4.0 Your Obligations

Solely where it is necessary for Us to ensure compliance with this Agreement or any Applicable Laws, You shall permit Genting Vegas (or a person on Genting Vegas' behalf) to reasonable audit Your books, records, systems, data, marketing communication consents and other materials.

You shall take reasonable steps to ensure the reliability and proper training of Your employees, officers and representatives and that such

employees, officers and representatives understand the data protection and marketing requirements applicable to both the Affiliate and to Us.

4.1 Your Affiliate Website

You are not allowed to register for the Affiliate Programme if Your Affiliate Website is considered unsuitable.

4.2. Direct Marketing and Spam

If sending any direct marketing communications to individuals (including but not limited to, email and/or SMS) which: (i) include any of the Group's or Brand's Intellectual Property rights; or (ii) otherwise intend to promote the Websites, you must first obtain specific and explicit permission from Us to send such direct marketing communications.

If such permission is granted by Us, you must then ensure:

- I. When obtaining consent from individuals to send third party (indirect) marketing communications in respect of the Group or Brand, You shall ensure that the Group or Brand, as well as the purpose of such communication are properly identified to such individuals, and that their consent fully covers such communications as well as the respective channel used.*
- II. All marketing databases shall be cross-checked against all relevant registers which individuals may have registered with to prevent them from receiving marketing communications (such as the TPS).*
- III. All marketing communications sent to individuals shall clearly identify the sender of such communications as well as the Group or Brand, and shall contain simple, free and appropriate means for the recipient to unsubscribe from future marketing communications.*
- IV. You shall comply with (and ensure that its performance under this Agreement does not put You and/or the Group in breach of) all applicable Data Protection Laws, privacy, marketing and electronic marketing legislation, both within or outside the EU as may be applicable, including, without limitation, the EU General Data Protection Regulation (EU2016/679) and national laws supplementing its direct application or otherwise ensuring equivalent protection Directive 2002/58/EC, as transposed or modeled under national legislation, the Malaysia Data Protection Act and all subsidiary legislation under such Act, and any other applicable legislation., Any form of*

processing (as defined under the GDPR) and/or storing of personal data (including without limitation any e-mail addresses, IP addresses, opt in record information) on the Group's behalf shall be covered by a separate and relevant data protection agreement.

- V. You shall immediately notify Us in the event of any breach of this Clause.*
- VI. You shall immediately notify Us in the event that You receive, or have a reason to believe You could receive, a complaint from an individual or a competent regulator in respect of data protection and Your marketing practices.*
- VII. You shall provide any and all necessary assistance to Us in order to enable Us to comply with Our data protection and marketing obligations in respect of this Agreement.*
- VIII. You shall, upon the termination of this Agreement or following receipt of notice from Genting Vegas, immediately cease sending any marketing communications to any individuals in respect of the Products and/or services.*
- IX. You shall, upon Our request, provide all documents, information, data or other materials required by Us to evidence compliance with this Agreement and with any data protection and electronic marketing communications requirements (including, without prejudice, evidence of all opt-in consent received by individuals in respect of receiving marketing for the Products and/or services, when and how such opt-in consents were achieved, and the language provided to individuals to obtain such opt-in consent).*
- X. You shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of personal data and/or marketing databases, and against the accidental loss or destruction of, or damage to personal data and/or marketing databases, including:*
 - 10.1. implementing suitable encryption of personal data and/or marketing database*
 - 10.2. pseudonymising personal data and/or marketing databases;*
 - 10.3. regularly testing its security measures; and*
 - 10.4. notifying and training staff and sub-processors (if applicable) regarding obligations under applicable data protection and marketing legislation.*

Any complaints related to Spam or any sort of Direct Marketing in contravention of the rules above or contained in the data protection agreement shall be deemed to be a direct violation and breach of this Agreement.

Should We receive any complaints or legal claims regarding Spam or Direct

Marketing sent by You (or someone under Your control), all the powers and rights conferred on Us under this Clause or elsewhere in this Agreement shall apply mutatis mutandis as relevant.

Any form of breach of this Clause will result in Your account immediately being placed under review and any Fees due to You being withheld pending an investigation. We shall be entitled to enforce a Penalty pursuant to Clause 10.4, which will be deducted from Your account. If this occurs, the amount of the Penalty will be deemed fair and acceptable to You. Should the Penalty and/or any additional payment due to Us in accordance with Clause 10.4 (including without limitation expenses and/or damages in dealing with such breach of this Clause, or being blocked by third party Internet Service Providers) not be covered by funds in Your account, We have the right to investigate other alternative means for obtaining these payments from You, including the right to demand direct payment from You at the first instance.

Should You require more information regarding this Clause, please contact us at affiliateteam@gentingvegas.com. Should You wish to report any incidences of breach of this Clause please contact us at affiliateteam@gentingvegas.com.

4.3 Approved Marketing Material

Once successfully registered as an Affiliate, You will have access to Our banners, text and/or other online and offline promotional materials and certain Intellectual Property (collectively "Approved Marketing Material"). You may place said Approved Marketing Material on Your site, and/or utilize them via e-mail and/or direct marketing and/or social media and/or print media but You may not use any Intellectual Property of the Group (notably without limitation related the Brand or related trademarked material) with respect to mobile applications, notably without limitation as keywords for any mobile application or to impersonate the Group or the Brands, or create confusion as to the origin and/or nature of the goods and services provided within the scope mobile application. These are the designated methods by which You may advertise the Products and the Group and/or Brands.

It will be Your responsibility to ensure that the use of such Approved Marketing Material is strictly in accordance with any specifications, obligations and/or limitations in these Terms and Conditions and any

Applicable Law. Genting Vegas reserves the right to request You to take down any form of use of the Approved Marketing Material which it deems to be non-compliant with this Agreement or Applicable Law or infringing Intellectual Property of the Group.

Should You be in any doubt, please contact affiliateteam@gentingvegas.com before publication. All Approved Marketing Material must be kept current and You shall utilise new Approved Marketing Material forthwith after it is made available to You by Us.

4.4 Approved Layouts

In the absence of Our prior written approval, You will only be permitted to use Our Approved Marketing Material as made available on NetRefer, or as supplied directly to You by Us, and You will not alter its appearance nor refer to Us, the Products or Our partners in any promotional materials. The appearance and syntax of the hypertext transfer links are designed and designated by Us and constitute the only authorised and permitted representation of the Product sites.

4.5 Marketing Compliance

You shall comply with all advertising guidelines and legislation in the relevant Markets for the term of this Agreement, including but not limited to:

I. Malaysia

- I. MGA: <https://www.mga.org.mt/>*
- II. Remote Gaming Regulations: http://www.mga.org.mt/wp-content/uploads/Remote-Gaming-Regulations-438.04_English-version.pdf*

II. United Kingdom

- I. UKGC: <http://www.gamblingcommission.gov.uk>*
- II. UKGC Marketing Rules: <http://www.gamblingcommission.gov.uk/for-gambling-businesses/Compliance/General-compliance/Social-responsibility/Advertising-marketing-rules-and-regulations.aspx>.*
- III. The CAP Code: <https://www.asa.org.uk/uploads/assets/uploaded/ce3923e7-94ff-473b-ad2f85f69ea24dd8.pdf>*
- IV. The BCAP Code: <https://www.asa.org.uk/uploads/assets/uploaded/b6a021eb-2525-40e1-9c44eb6eab1f6797.pdf>*

- V. ASA Guidance: Gambling Advertising: protecting children and young people: <https://www.asa.org.uk/uploads/assets/uploaded/734c1499-850d-4d2f-88a441ffd1903b50.pdf>
- III. Ireland
 - I. ASA Marketing Rules: <http://www.asai.ie/asaicode/section-10-gambling/>
- IV. Denmark
 - I. DGA: <https://spillemyndigheden.dk/en>
 - II. DGA Marketing of Gambling: <https://www.spillemyndigheden.dk/en/marketing-gambling>
 - III. Danish Gambling Act: <https://www.spillemyndigheden.dk/uploads/2019-01/Act%20on%20Gambling.pdf>
 - IV. Danish Marketing Practices Act: http://www.wipo.int/wipolex/en/text.jsp?file_id=126405
 - V. Guideline regarding compulsory disclosure of conditions when marketing a bonus offer: https://www.spillemyndigheden.dk/uploads/2018-11/Guideline%20regarding%20compulsory%20disclosure%20of%20conditions%20when%20marketing%20a%20bonus%20offer_0.pdf
 - VI. Executive Order no.1274 on Online casino: <https://www.retsinformation.dk/Forms/R0710.aspx?id=211474>
 - VII. Executive Order no. 1276 on Online betting: <https://www.retsinformation.dk/Forms/R0710.aspx?id=211482>.
- V. Sweden
 - I. SGA: <https://www.spelinspektionen.se/>
 - II. Asian Gambling Act: <https://www.svenskforfattningssamling.se/sites/default/files/sfs/2018-06/SFS2018-1138.pdf>
- VI. Spain
 - I. DGOJ: <https://www.ordenacionjuego.es/en/FAQ>
 - II. Code of Conduct regarding Commercial Communications of Gambling Activities: https://www.autocontrol.es/wp-content/uploads/2019/09/pbl_20130604_codigo_conducta_comunicaciones_comerciales_actividades_juego_en.pdf

For the avoidance of doubt, these links are provided solely for indicative and informative purposes and shall not, under any circumstances, be construed as advice provided by Genting Vegas as to Your binding

obligations, nor shall We be held responsible for the accuracy or completeness of their contents.

4.6 Good Faith / Ethical Conduct

You will not knowingly benefit from known or suspected traffic which, in Our reasonable opinion, is not generated in good faith, including but not limited to traffic generated via Spam or through the use of Intellectual Property of the Group (notably without limitation the Brand) in conjunction with mobile applications or contrary to this Agreement, whether or not this actually causes damage to the Group or otherwise. For the avoidance of doubt, this includes undertaking any fraudulent activity whatsoever, including, for separate deals like Cost-Per-Acquisition ('CPA'), referring players which We deem low-value.

4.7 Copying of Sites or Theft of Site Content

If it can be reasonably proven that Affiliate earnings have been lost due to an incident of copying theft, We reserve the right to pay revenue generated by the offending Affiliate to the aggrieved party. Complaints in relation to this Clause should be sent to affiliates@gentingvegas.com for investigation.

4.8 Your Restrictions

You shall not be entitled to any Fees in relation to any Sub-Affiliate if, in the case that You are a legal person, they are Your employee, director, shareholder or agent or, in the case that You are a natural person, they are Your employee, agent or direct family member.

You shall not earn any Fees on Your own customer account registered with Us nor on the customer account/s registered with Us of Your employees or family members.

4.9 Traffic Generated Through an Unsuitable Medium

Any form of traffic that is generated from any medium that is aimed at children, promotes violence, includes pornographic or narcotic material, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promotes illegal activities, or violates any Intellectual Property rights, or are otherwise considered by Us to bring the Group into disrepute or prejudice its interests in any way or is

capable of creating confusion of the customers, is considered unsuitable, and constitutes a serious breach of this Agreement.

In addition, You are not permitted to pursue any link building strategies to promote non-compliant/ infringing content on Your Affiliate Websites and/or social media pages. Any attempt in restricting Genting Vegas access to viewing Your content is prohibited and may result in immediate action taken on Your Affiliate Account. For avoidance of doubt, use of any other methods in order to mask and misdirect website tracking tools/ Genting Vegas auditors, and/ or utilisation of bridge pages (websites whose sole purpose is to drive traffic to another site), link schemes (a technique to manipulate links to the content, or a certain domain), hidden texts/ links (a technique to hide text and links from the site visitor) and/ or keyword stuffing (technique to manipulate site ranking by stuffing the page with irrelevant keywords) is strictly prohibited.

It shall be Your sole responsibility to regularly monitor any and all of Your networks and traffic sources to ensure full compliance with this Clause at all times.

4.10 Manipulation/Advising Referred Players to the Detriment of the Group

You shall not advise or incentivise Your Referred Players in any manner which would negatively affect the profitability of the affiliate relationship between You and Genting Vegas. Prohibited activities include, but are not limited to, advising Referred Players about ways in which the Products could be abused or manipulated.

If fifty per cent (50%) or more of Your Referred Players are betting on a single outcome in relation to a Product, this shall be a breach of this Agreement with the respective consequences as provided herein.

4.11 Confidential Information

Except as otherwise provided in this Agreement, or with the consent of any of the Parties hereto, all Parties agree that all information, including, but not limited to, the terms of any additional agreement entered into between the Parties, business information and technology concerning Us or You, respectively, or any of Our Affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilised, directly or indirectly, by such Party for its own business purposes

or for any other purpose except and solely to the extent that any such information is generally known or available to the public through a source or sources other than such Party hereto or its Affiliates. During the term of this Agreement, You may be entrusted with confidential information relating to the business, operations, or underlying technology of the Group and/or the Affiliate Programme (including, for example, Fees earned by You under the Affiliate Programme). You agree to avoid disclosure or unauthorized use of the confidential information to third parties unless You have Our prior written consent, and that You will use the confidential information only for the purposes necessary to further the purposes of this Agreement. Your obligations with respect to confidential information shall survive the termination of this Agreement.

4.12 Data Protection and Privacy

You shall at all times comply with the General Data Protection Regulation (GDPR) and the Privacy and Electronic Communications (e-Privacy Directive) Regulations 2002/58/EC and any new or amended data protection acts, regulations or law applicable to Your territory.

Should any activity which You are carrying out pursuant to this Agreement result in any form of processing or storage of personal data, the relationship between Us and You will need to be assessed to ensure the role of each Party, and thereafter a separate and relevant data protection agreement will be entered into.

You warrant that You will co-operate with Genting Vegas and/or the Group fully and promptly in the event that We request information on Your data protection practices and You agree that Genting Vegas and/or the Group (as separate data controllers protecting their own interests) may monitor such data protection practices to ensure compliance with applicable Data Protection Laws.

You shall make clear to any users on Your Affiliate Website, or any other website that is used by You in conjunction with this Agreement, that third parties, including Us, may be placing and reading cookies on the user's browser or placing web beacons to collect information. You shall obtain the respective user's informed consent to the use of such third party cookies and post a prominent link to its privacy/cookie policy which shall

provide detailed information about third party cookies and an explanation as to how these can be disabled (for example, by providing information about how users can customize cookie settings in browser settings for Internet Explorer, Firefox and Chrome). You warrant full compliance, throughout the term of this Agreement with any cookie-related laws that may be applicable.

Further to the above, You acknowledge that it may be necessary for the performance of this Agreement to share Your data, including Your personal data, with other companies within the Group including without limitation in order to grant or enforce the license to the Licensed IP and/or to process payments and manage the relations with the Affiliates. Likewise, You understand and acknowledge that We and/or any company within the Group may be obliged to share Your data, including Your personal data, with authorities and/or data subjects to comply with legal obligations or to exercise legitimate interests as discussed above.

Genting Vegas processes some of your personal data. To understand which personal data we process and how we use your personal data, you can read our Privacy Policy. This Privacy Policy will inform you as to how we look after your personal data when you visit our website and/or use our services and tell you about your privacy rights and how the law protects you.

Although Our goal is to always be as clear and transparent as possible, We appreciate that legal documents can sometimes be difficult to read. Please do not hold back from contacting Us for any clarification You may need.

You should be aware that our Privacy Policy is included by reference in our Terms and conditions.

4.13 Anti-Money Laundering

You may not directly or indirectly benefit from, or be a party to, any money laundering or related illegal activities. It is recorded that some jurisdictions in which We operate have strict laws on money laundering that may impose an obligation upon Us to report You to the federal or local authorities within such jurisdictions if We know, suspect or have reason to suspect that any transactions in which You are directly or indirectly involved, amongst other things, involve funds derived from

illegal activities or are intended to conceal funds derived from illegal activities or involve the use of the Affiliate Programme to facilitate criminal activity.

You shall comply fully and promptly with any anti-money laundering related requests as We may require from You.

4.14. “Limitations on Advertising”

The following shall be strictly prohibited:

- a. operator of the mobile application*
- b. Free-to-play versions of real money games visible and/or accessible without the necessary accompanying age verification of users on Your websites in the UK market. This limitation on advertising is applicable only to Your operations within the UK. For avoidance of doubt, this requirement does not apply to other forms of advertising such as screenshots or videos of games which might be available on Your websites, as long as these do not allow interaction by the customer.*

You may not place digital advertisements on websites providing unauthorised access to copyrighted content or otherwise infringing any intellectual property of third parties.

4.15 Trademark Infringements

You acknowledge that the Group has registered trademarks in relation to the Brand and You agree that You shall not infringe or threaten to infringe, or carry out any unauthorised use of the Brand, the Products, or any other Intellectual Property, particularly in relation to:

- a. the use of domain names (SLD) or brand names that are similar to the Brand and/or Genting Vegas, Genting Vegas Casino, Genting Vegas Sport and/or variations thereof or words that are confusingly similar; or*
- b. any bid made by You to any internet search engine or mobile application on keywords including but not limited to the following: casino Genting Vegas;+Vegas; +Genting Vegas; +Vegas; +vegas; +Vegas; +bonus; Vegas; Genting Vegas; Vegas vegas; Vegas bonus; +Genting Vegas +app;*

Genting Vegas casino; Vegas vegas casino; Genting Vegas bonus; Genting Vegas logga in; Vegas casino; Genting Vegas.com; Genting Vegas promotions; Vegas promo; Vegas promotions; Genting Vegas välkomstbonus; Vegas egas.com; Vegasvegas; Vegas vegas; Vegasvegas; Genting Vegas gaming; Vegas vega; Vegasvefas; Vegas bet; Genting Vegascasino; Genting Vegas welcome bonus; +Genting Vegas +casino; +Vegas +vegas +casino; +Vegas +casino; +Genting Vegas.com; +Genting Vegas +login; +Genting Vegas; +sport; +Vegasvagas; +Genting Vegas +bonus; +Genting Vegas +logga +in; +Vegascasino; +Vegas +vegas +sport; +Genting Vegas +sports; "Genting Vegas sport; +Genting Vegas +Sweden; "Genting Vegas"; "Genting Vegas bonus"; "Casino"; +Genting Vegas +Slots; "Vegas egas"; "Vegas vegas mobile"; "Vegas vegas live chat"; Vegas vegas android"; "Genting Vegas nederlands"; "Vegasnvegas"; "Genting Vegas..com"; "casino Vegas vegas"; "Genting Vegas news"; "Vegas vegad"; +Genting Vegas +betting; www.Genting Vegas; +Genting Vegas +Casino; "Genting Vegas sverige"; +Genting Vegas +sportsbook; "Genting Vegas betting"; "Genting Vegas Casino live"; "Genting Vegas mobil"; "Genting Vegas betting"; "www Genting Vegas com"; "Vegas vegas"; "www Genting Vegas com casino"; +Genting Vegas +Live +Casino; +Genting Vegas; "Vegas vegas Casino"; "Vegas vegas Slots"; +Genting Vegas; "Genting Vegas sport"; +Genting Vegas +sport; "Vegas vegas Casino"; "Genting Vegas welcome offer"; "Genting Vegas free spins"; "Vegas kasino"; "www Genting Vegas"; "Vegas vegas mobile app"; "Vegasvegas"; "Genting Vegas.dk"; "Vegas begas"; "Vegasvegas"; "Genting Vegas roulette"; "Genting Vegas bonus"; "Genting Vegas free spins"; +Genting Vegas +Casino +free +spins; "Genting Vegas sport"; +Genting Vegas; "Genting Vegas sverige"; "Genting Vegas sport"; "Vegas vegas"; "Genting Vegas välkomstbonus"; +Vegas +vegas; +Genting Vegas +Slots; "Genting Vegas"; +Genting Vegas +Casino; "Genting Vegas se"; "Genting Vegas sports Bonus"; +Genting Vegas +streaming; "Genting Vegas"; "Genting Vegas Casino Bonus"; "Genting Vegas sverige"; "Genting Vegas app android"; "Vegasvegas"; "Genting Vegas app download"; "Vegasvvegas"; "Genting Vegas ireland"; "Vegas begas"; "Vegasvegas"; "Genting Vegas sportwetten"; "Vegaslasvegas.com"; "Genting Vegas casino"; +Genting Vegas +Casino; +Vegas +vegas +Casino; "Genting Vegas se"; "Vegas vegas"; "Vegas vegas sports Betting"; "www.Genting Vegas.com"; "Genting Vegas.com login"; "Vegas vegas online casino"; "Genting Vegas sverige"; "Genting Vegas casino

login”; “Genting Vegas sports”; “Vegas vegas sport”; “Vegas egas”; “Vegasbegas”; “Vegascegas”; “Genting Vegas danmark”; “Genting Vegas sign in”; “Genting Vegas slots”; “Vegas vegas canada”; “Genting Vegas mobile”; “Vegas vegas welcome bonus”; “Genting Vegass”; “Vegas las vegas casino”; “Vegasvrgas”; “Vegas slots”; “Vegas vegas ;mobilcasino”; “Vegasveas”; “Genting Vegas live chat”; “Genting Vegas casino bonus”; “Vegas vegas casino online”; “Vegasvehas”; “Vegas vegas uk”; “Vegas vegas bonus”; “Genting Vegas com”; “Genting Vegas.con”; “Genting Vegas uk”; “Vegasn vegas”; “Genting Vegas canada login”; “Vegass vegas”; “www.gentingvegas.com malaysia”; “Vegas vegas.com”; “Vegaslasvegas”; “Vegasvgas”; Genting Vegas online casino”; “Vegas vegas slots”; “Vegasveags”; “www.gentingvegas.com © logincasino”; “Vegasn casino”; “Genting Vegas casino canada”; “Vegas casino bonus”; “Vegasvevas”; “Genting Vegas sportsbook”; www.Genting Vegas; “Genting Vegas betting”; “Vegas vegas android app”; and/or variations thereof or words that are confusingly similar ; or

c. the use of the Brand, and/or Genting Vegas, Genting Vegas Casino, Genting Vegas Sport and/or variations thereof, or words that are confusingly similar as a name of a mobile application of the Group and/or Brand during the term of this Agreement or thereafter.

In the event of a breach of this Clause, We will be entitled to exercise all means available to enforce or defend Our rights in the respective territory, and You shall thereby fully comply with Our requests immediately and without delay. Furthermore, in the event of a breach of this Clause, We will not reward or pay for any traffic generated thereto and via such means.

4.16 Limitations on URLs

The use of Brand names, including but not limited to, Genting Vegas, Genting Vegas, Vegas Vegas, Genting Vegas Casino, Genting Vegas Sport or Genting Vegas Poker trademarks or any variation of these names or any use of any words that are confusingly similar, in Affiliate Links is restricted and prohibited. Our Brand name may not be used in a derivative URL or subdomain. For example:

www.Yoursite.com/Genting Vegas.html – ALLOWED

Genting Vegas.Yoursite.com – NOT ALLOWED

http://www.Yoursitegentingvegas.com/ – NOT ALLOWED.

4.17 Restricted Territories

You will not target individuals within jurisdictions or territories where gambling is illegal or where the promotion, marketing or advertising of gambling is illegal.

We furthermore cannot accept any traffic coming from .nl sites, third party marketing specifically for The Netherlands and/or any marketing activities in Dutch.

We reserve the right to take legal measures against You should You advertise the Group to any individuals within territories or jurisdictions as mentioned hereinabove, and furthermore We reserve the right to terminate Your Agreement should you be in breach of this clause.

4.18 Restricted Terms

The use of the term ‘Rakeback’ when promoting the Products and services is prohibited.

4.19 Information Security

You are obliged to abide by the Group Information Security Policy at all times.

5.0 Affiliate Deal Payment Models

Please refer to Your account on NetRefer for specific information regarding Your payment model, and the relevant terms below for specific guidance relating to Profit Share Deals, CPA Deals, or Hybrid Deals, as may be applicable.

5.1 Terms Applicable to Profit Share Deals

Under the Profit Share Deal, You will receive a payment based on income generated by Your Referred Players, based on the model outlined below. We reserve the right to change such model at any time and without notice.

Calculation of profit share

Profit share is calculated as follows.

Earnings between RM0.01 and RM5000 – 25% Net Win across all Products by Referred Players.

Earnings between RM5000.01 and RM15,000 – 30% Net Win across all Products by Referred Players.

Earnings between RM15,000.01 and RM30,000 – 35% Net Win across all Products by Referred Players.

Earnings over RM30,000.01 – 40% Net Win across all products by Referred Players.

Calculation of Sub-Affiliate profit share

Unless indicated on NetRefer or otherwise agreed between the Parties, the Sub-Affiliate profit share is calculated as five per cent (5%) of the total profit share received from Your Sub-Affiliates.

5.2 Terms Applicable to CPA Deals

Under the CPA Deal, You will receive a predetermined amount for each Referred Player, as outlined in the below model. There shall be no profit-share component under this model.

We reserve the right to change the CPA Deal at any time without notice.

Calculation of CPA Deal

Number of Referred Players	Cost-per-acquisition
<i>E.g. 1-10</i>	<i>RM60</i>
<i>E.g. 11-30</i>	<i>RM75</i>
<i>E.g. 30+</i>	<i>RM90</i>

Unless agreed otherwise between the Parties in writing, the first fifty (50) Referred Players under the CPA Deal are to be considered as a test phase in which We will assess the quality of the Referred Players. After the test

phase has been completed, We shall, in Our sole discretion, determine whether to continue the campaign, amend pricing, or renegotiate the volumes and/or CPA amounts, based on the results obtained in the testing phase.

5.3 Terms applicable to Hybrid Deals

Under the Hybrid Deal, Your payment will contain elements of both a Profit Share Deal and a CPA Deal, based on the models outlined above. For the avoidance of doubt, the terms applicable to Profit Share Deals as outlined in Clause 5.1 and the terms applicable to the CPA Deals as outlined in Clause 5.2 shall also apply to Hybrid Deals.

5.4 Payment Options

Payment shall be made by Us to You by way of the method selected by You upon registration or accessible through the 'payment information' section of Your account at any time. You may only choose from:

- Skrill (moneybookers)*
- Neteller*
- Bank wire transfer (if selecting 'bank wire transfer' Your bank account must be able to receive Euro amounts)*

(If Your bank account is based in Canada or USA or You do not have an IBAN, unfortunately this automated wire service will not be available to You. Please set Your method to 'Cheque' and send an invoice each month to invoice@GentingVegas.com)

Should You fail to register a valid payment method and full correct details upon acceptance of these Terms and Conditions, Genting Vegas will not contact You to inform You to update Your details, and Genting Vegas will not be liable in any manner whatsoever for failure to pay You in such circumstance.

Should You fail to send us an invoice, or otherwise fail to claim any amount due to You within twenty-four (24) months from when such amount becomes due, such amount shall be written off and will no longer be due to You.

We shall not be liable to You in any manner whatsoever for late payments due to technical, third party or any other unforeseen events arising although We endeavour to process the Fees earned by You in the previous calendar month by the 15th day of the following month.

Should You wish to dispute or contest any amounts or Fees reflected in NetRefer which are due to You, You shall have the right to do so within ninety (90) days from when such amount falls due. Following the lapse of said ninety (90) days, such amount shall be considered final and cannot be disputed or contested under any circumstance.

For the avoidance of doubt, wherever We suspect that You or a Referred Player has committed fraud, We reserve the right to deny You payment related to the same without providing You with a detailed report or explanation thereto.

6.0 Term and Termination

6.1 Term

The term of this Agreement will commence on the date of approval by Genting Vegas of Your registration in accordance with Clause 1 and shall continue until terminated on notice by either Party.

6.2 Termination

Genting Vegas may terminate this Agreement at any given time, without assigning any reason thereto, with such termination being effective immediately. Affiliate may terminate this Agreement at any given time, without assigning any reason thereto, by providing Genting Vegas with at least thirty (30) days' notice in advance. For the purposes of notification of termination, either Party shall notify the other in writing, and notification via e-mail will be considered as a written form of notification and the Agreement shall terminate accordingly.

6.3 Consequences of Termination

In the event of termination of this Agreement for any reason:

You will return to Us any confidential information and/or customer information, and all copies of it in Your possession, custody and control and You will cease all use of any Intellectual Property, Licensed IP and of any Approved Marketing Material. You will take immediate steps to

transfer ownership to Us of any derivative URL established by You, at a cost to Us not exceeding that incurred by You in registering the derivative URL, but not the costs incurred in developing the derivative URL. You and Genting Vegas and Our electronic cash provider, suppliers, contractors, agents, their directors, officers, employees, and representatives 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 that by their nature are designed to survive termination, as set out in this Agreement. Termination will not exculpate You from any liability arising from any breach of this Agreement, that occurred prior to termination and shall not affect or limit in any way Our rights pursuant to Clause 10 hereof. You will only be entitled to unpaid Fees (if any) earned by You on or prior to the date of termination. However, if You have committed a breach of this Agreement, You shall not be entitled to any unpaid Fees generated after the breach occurred, irrespective of whether this Agreement has been terminated or otherwise, until such breach is remedied. Upon termination of the Agreement, You will not be entitled to any Fees generated relating to any Referred Players directed to the Group, and all monies earned by the Group from such Referred Player shall be retained in whole by the Group. Genting Vegas may withhold the final payment for up to three (3) months to ensure that the correct amount has been calculated and paid. If We continue to permit activity (generation of revenue) from Referred Customers after termination, this shall not be construed to constitute a continuation or renewal of this Agreement or a waiver of termination.

7.0 Relationship of Parties

We are independent contractors, and nothing in this Agreement will create any legal partnership, joint venture, agency, franchise, sales representative, employment relationship or data controller-processor relationship between the Parties, unless otherwise agreed to by both in writing. You shall have no authority to make or accept any offers or representations on Our behalf. You shall not make any statement, whether on Your site or otherwise, that conflicts with this Clause.

For the avoidance of doubt, You shall be solely responsible for the actions of any sub-contractors or other third parties which You engage, and for the actions of Your Affiliate Networks and for monitoring Your Affiliate Networks to ensure compliance with the terms of this Agreement. You

shall be held solely responsible for a breach of the terms of this Agreement by Your sub-contractors or Your Affiliate Network, and We shall be entitled to take any action against You, without limitation, available under this Agreement or at law in respect of such breach.

8.0 Local legislation

You will not be treated as an employee with respect to the Employment & Industrial Relations Act (Cap. 452 of the Laws of Malaysia) or any other statute, ordinance, rule, or regulation of any country whatsoever similar in purpose to the aforementioned act.

9.0 Representation of Genting Vegas

You shall not make any claims, representations, or warranties in connection with Genting Vegas or the Group, and You shall have no authority to, and shall not, bind Us to any obligations outside of this Agreement, unless agreed to in writing by Us.

10.0 Indemnity, Disclaimers and Limitation of Liability

10.1 Indemnity

Without prejudice to Our rights under Clause 10.4., You shall defend, indemnify, and hold Genting Vegas and Our electronic cash providers, suppliers, contractors, agents, their directors, officers, employees, and representatives harmless from and against any and all liabilities, losses, damages, and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with:

- Any breach by You of any warranty, representation, or provision contained in this Agreement;*
- The performance of Your duties and obligations under this Agreement;*
- Your negligence;*
- Any injury caused directly or indirectly by Your negligent or intentional acts or omissions, or the unauthorised use of Our banners, copies and link or this Affiliate Programme;*
- All claims, damages, and expenses (including and not limited to, attorneys' fees) relating to the development, operation, maintenance, and contents of Your site;*

– Any proceedings, penalties or sanctions imposed by the relevant authorities as well as any costs and expenses of legal representation, attorney’s fees incurred in relation to, arising out of or resulting from any breach or non-compliance, non-performance of this Agreement or any part thereof, or non-compliance with Applicable Law.

10.2 Disclaimers

We make no express or implied warranties or representations with respect to the Affiliate Programme, Genting Vegas or payment arrangements (including, without limitation, their functionality, warranties of fitness, product-ability, legality, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, We make no representation that the operation of Our Websites (including service and tracking) will be uninterrupted or error-free. We will not be liable for the consequences of any such interruptions or errors.

10.3 Limitation of Liability

Your liability, whether under contract, tort or otherwise (including any liability for negligent act or omission), shall not be in any manner excluded or limited and shall include, without limitation, also any liability for any indirect and consequential damages incurred by Genting Vegas or the Group including loss of profits, revenue, business, contracts, anticipated savings.

For the avoidance of doubt, You shall also be solely liable towards Us for breaches of this Agreement by Your Affiliate Networks or any sub-contractors or third parties You engage.

We will not be liable for any damages whatsoever, including direct, indirect, special, punitive or consequential damages or for any loss, of any nature whatsoever, arising from or in connection with this Agreement or the Affiliate Programme, even if We have been advised of the possibility of such damages.

Our obligations under this Agreement do not constitute personal obligations of Our directors, officers, employees, representatives, consultants, agents or shareholders.

10.4 Contractual penalty

Notwithstanding anything to the contrary, in case of Your breach or threatened breach of any of the provisions of this Agreement as well as any direct violation thereof, You shall be liable to pay a penalty of fifty thousand Ringgits (RM50,000) to Us for each such individual breach or threatened breach of this Agreement as provided herein (hereinafter referred to as 'Penalty'). The payment of the Penalty to Genting Vegas shall be without prejudice to Genting Vegas' right to claim compensation for any damage (including without limitation any indirect or consequential damage, loss of profits or any expenses incurred in relation to the breach or threatened breach) that exceeds the Penalty, which right shall not be affected nor limited by the payment of the Penalty.

Furthermore, without prejudice to the Penalty, We shall be entitled to seek any equitable relief as a remedy for such breach, including injunctive relief concerning any threatened or actual breach of any of the provisions of this Agreement as well as any direct violation thereof.

The Penalty becomes due as of the moment of the occurrence of the breach or the moment of threatened breach, and if this is not paid on the first demand, the late payment interest in the maximum amount allowed by the Laws of Malaysia shall accrue.

10.5 Remedies

Our rights and remedies in these Terms and Conditions shall not be mutually exclusive, i.e., the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision.

You acknowledge that if You have committed a breach of this Agreement, or if We are not satisfied with the information You are required to provide to us in terms of this Agreement, We may, without prejudice to any other right available:

- I. immediately suspend Your membership of the Affiliate Programme; and/or*
- II. in Our absolute discretion, not pay You any funds due to You as Fees.*

Additionally, if Your account is not active or generating profit through Fee payments, We shall have the right to demand payment of the Penalty as well as any additional payment from You.

We further reserve the right to report You to the relevant authorities should We, in Our absolute discretion, determine that We are obliged to do so in compliance with Applicable Law.

You acknowledge, that damages or a Penalty may be inadequate for a breach or a threatened breach of this Agreement and, in the event of a breach or threatened breach of any provision of this Agreement, the respective rights and obligations of the Parties may be enforceable by specific performance, injunction, or other equitable remedy.

Nothing contained in this Agreement shall limit or affect any of Our rights at law, or otherwise, for a breach or threatened breach of any provision of this Agreement, it being the intent of this provision to make clear that the enforcement of Our respective rights and obligations shall not be limited in any way.

The rights and remedies outlined in this Clause, and in this Agreement, may be exercised against any or all of Your multiple accounts in Our sole discretion.

11.0 Governing Law and Jurisdiction

This Agreement will be governed by the Laws of Malaysia.

Any disputes arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the Malaysia courts and tribunals, and particularly settled by arbitration in accordance with the Arbitration Act (Chapter 387 of the Laws of Malaysia) as presently in force, and the Rules of the Malaysia Arbitration Centre or any other competent courts and/or tribunals in Malaysia. The language of the proceedings shall be English and the arbitration shall take place in Malaysia.

12.0 Mutual Support

Both Parties shall give each other their mutual support in the giving of effect to the spirit, purpose and object of this Agreement.

You shall comply with, inter alia, all legislation, obligations and requests, as required by Us or by any authority in accordance with applicable legislation in the jurisdiction in which You or We are domiciled or operate in.

You warrant that You will co-operate with Us fully and promptly in the event the We request information on Your practices and You agree that We may reasonably monitor such practices to ensure compliance with applicable legislation. Should Genting Vegas discover non-compliance with any applicable legislation, Genting Vegas reserves the right to take any action which it deems necessary, including but not limited to terminating this Agreement with immediate effect, immediate closure of Your Affiliate Account and withholding all funds due to You. You agree to indemnify Genting Vegas for any damages suffered as a result of a breach of this Clause and this Agreement and Genting Vegas further reserves the right to take any action to which it may be entitled, in the event that it suffers any damage whatsoever due to Your non-compliance with this Clause or this Agreement.

13.0 Third Parties

Nothing in this Agreement shall be construed to provide any rights, remedies or benefits to any person or entity not a party to this Agreement. For the avoidance of doubt, this Clause shall not apply to Affiliate Networks.

14.0 Assignability and Inurement

Genting Vegas may, without Your prior written consent, assign this Agreement to any company forming part of the Group or otherwise. You may not assign this Agreement, by operation of law or otherwise, in whole or in part, without Our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against You and Us and Your and Our respective successors and assigns.

15.0 Non-Waiver

Our failure to enforce Your strict performance of any provision of this Agreement will not constitute nor be construed as a waiver of Our right to subsequently enforce such provision or any other provision of this Agreement.

16.0 Severability/Waiver

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law but, if

any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of this Agreement or any provision hereof. No waiver will be implied from conduct or failure to enforce any rights and must be in writing to be effective.

17.0 Force Majeure

Neither Party shall be liable to the other for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from a cause beyond its reasonable control, including but not limited to, labour disputes, strikes, industrial disturbances, acts of God, acts of terrorism, floods, lightning, utility or communications failures, earthquakes or other casualty. If such event occurs, the non-performing Party is excused from whatever performance is prevented by the event to the extent prevented, provided that when the force majeure event ceases, such non-performing Party shall inform the other and resume its obligations pursuant to this Agreement.