



AFFILIATE PROGRAM - TERMS AND CONDITIONS



Version 1.2 – The Sweepstastic Affiliate Program Terms and Conditions (the “Terms”)

1. Who We Are and This Agreement

- a. The Terms relating to the Sweepstastic Affiliate Program Terms and Conditions have been last updated on 23 October 2024 and supercede and replace all prior terms and conditions.
- b. **Sweepstastic is an Entertainment Platform NOT a Gambling Platform:** Sweepstastic does not offer any real money gambling on our Platform. No money or purchase of any kind is required for a customer to play, enter, or to win on our Platform.
- c. This agreement sets out the Terms between Heuston Gaming Limited ("Heuston Gaming", "we", "us" or "our" as applicable) and you (the "Agreement") in relation to your application to set up a Sweepstastic affiliate account ("Affiliate Account") and terms applicable to our affiliate program to promote "Sweepstastic" by the creation of internet hyperlinks and other promotional links (the "Links") from your website(s) (your "Site"), other approved methods of online marketing activity or from your promotional emails (which we have pre-approved) by Sweepstastic ("Affiliate Program").
PLEASE READ THIS AFFILIATE AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND YOUR RIGHTS AND OBLIGATIONS CAREFULLY AND THE REPERCUSSIONS FOR YOU SHOULD YOU BREACH THIS AFFILIATE AGREEMENT.
- d. "Sweepstastic" currently consists of www.sweepstastic.com and any application version of the sites and such other sites as we may add from time to time.
- e. Heuston Gaming shall be entitled to exercise any of its rights or fulfil any of its obligations hereunder (including without limitation its payment obligations pursuant to Clause 5) through any company within the "Heuston Gaming Group". This Agreement supersedes all previous terms and conditions for our Affiliate Program.
- f. We reserve the right to change any part of this Agreement at any time. Where possible, notice of any material changes will be sent to the last email address provided by you to us in advance of such changes becoming effective but it is ultimately your responsibility to check these terms and conditions regularly and we reserve the right to amend this Agreement at any time. Your continued participation in our Affiliate Program after we have posted the changes will constitute binding acceptance of such changes. The latest modification of the Agreement will be as per the date stated at the top of this Agreement so please check this page regularly for updates.
- g. Our relationship with our customers is governed solely by our "Sweepstastic Customer Terms", which include:
 - i. Terms of Use, which includes the Rules of Game Play;
 - ii. Player Safety, which gives customers an extensive suite of automated, customised tools and tips to ensure that customers enjoy their social gaming experience, have fun and are in control of how they play in a safe environment.
 - iii. Privacy Policy, which explains the information we collect about our customers, how we will use it, the lawful basis for use and who we will give the information to;
 - iv. Sweeps Rules, which explain the rules relating to customers playing Sweepstakes on our Platform.

You recognise and accept that the above Sweepstastic Customer Terms detailed in clause 1g(i-iv) are the sole terms governing the relationship between Heuston Gaming and our customers.

- h. Please contact affiliate support via email at support@sweepstastic.com if you have any queries relating to this Agreement.

2. Acceptance

- a. By registering for the Affiliate Program either online (via checking the box confirming acceptance of these Terms) or via filling in an application form to register for the Affiliate Program and sending it to us, or by accessing or utilising our marketing tools, or by accepting any Commission (as defined below) from us relating to the Affiliate Program, you confirm that:

- i. if the affiliate is an individual, that you are over 18 years old;
 - ii. are requesting membership to our Affiliate Program;
 - iii. you are agreeing to the terms of this Agreement in full;
 - iv. if the affiliate is an individual, that you are not currently subject to a self-exclusion from a Sweepstastic customer account;
 - v. you are not currently located in a Restricted State and you will not target potential customers in a Restricted State;
 - vi. you will not send any marketing communications to any potential customers via text / SMS; and
 - vii. you will conduct any marketing activities relating to this agreement in a professional and lawful manner and in compliance with best practise, laws and regulations.
- b. The application form contained in the Affiliate Account or soft copy application submitted to us, will form an integral part of this Agreement.
- c. We will in our sole discretion determine whether or not your application to join our Affiliate Program has been successful. Our decision is final and is not open to appeal.
- d. We will notify you by email if your application has been successful with instructions as to what you must do to include the Links on your Site.

3. Promoting Sweepstastic

- a. Throughout the term of this Agreement, you shall:
 - i. prominently incorporate and continually display the most up-to-date Links provided to you by Heuston Gaming on your Site and you shall not alter the form, location or operation of the Links without Heuston Gaming's prior written consent;
 - ii. provide Heuston Gaming at no cost with all data and information (including for example passwords) to enable us to monitor your Site to ensure you are complying with this Agreement;
 - iii. maintain your Site in an appropriate manner and contact us if you are materially changing design or layout or adding material that you should know, acting reasonably, may influence our opinion as to whether or not you are a suitable affiliate;
 - iv. promote the Heuston Gaming Sites in a socially responsible manner, which particular regard to the need to protect children, young persons and other vulnerable persons from being harmed or exploited;
 - v. not place any Links on pages of your Site aimed at persons under the age of 18 years or on any unsuitable website. A unsuitable website includes, but is not limited to any Site aimed at children or that displays illegal pornography or other illegal sexual acts, promotes violence, promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or promotes illegal activities or any Site that in any way violates the intellectual property rights of any third party or a breach of any relevant advertising regulations or codes of practice in any State where our Links are displayed on your Site.
 - vi. ensure that at all times all marketing activity complies with Clause 3(a) and Clause 5(r) and is kept within the boundaries provided in the *Sweepstastic Affiliate Marketing Guidelines*;
 - vii. limit all online marketing activity to the following approved methods: Online Advertising including Industry Relevant Expertise, Niche Websites, Personal Websites, Comparison Websites, Video Blogs and Web blogs, PPC search campaigns, Loyalty & Reward Sites, RSS Feeds and Social Media marketing. You must request permission prior to implementing any method outside of the foregoing. This Agreement sets out the sole and exclusive means by which you may advertise, promote and market our Sites;
 - viii. make it clear in any communication by you to potential customers that the communication is made without the knowledge or involvement of Heuston Gaming and that any complaint that the recipient may wish to make should be

addressed to you and not Heuston Gaming. You are an independent data controller, solely responsible for your own actions to customers including the content and manner of your marketing and promotion activities.

- ix. You must have express consent to directly market to potential customers and to unsubscribe from future marketing campaigns, if required by applicable law;
 - x. upon our request, immediately remove any marketing activity promoting Heuston Gaming or Sweepstastic on your Site or on other advertising channels within your control;
 - xi. comply with all reasonable instructions of Heuston Gaming in relation to this Agreement including those sent to you by Heuston Gaming via the Affiliate Program on the Ingenious Platform (including messaging within the Affiliate Account), email, Skype or WhatsApp.
 - xii. keep your contact information in your Affiliate Account up to date including email address and payment details.
- b. Throughout the term of this Agreement, you shall not:
- i. place the Links on websites other than your Site as specified in your application form without Heuston Gaming's prior written consent;
 - ii. offer any special benefits or other incentives (including for example any payment) to any person for using the Links on your Site to access Sweepstastic;
 - iii. read, intercept, copy, record, redirect, interpret, or otherwise interfere with, or fill in the contents of, any electronic form or other materials submitted to us by any third party;
 - iv. modify any of the Links other than in accordance with this Agreement;
 - v. engage in transactions of any kind on Sweepstastic on behalf of any third party;
 - vi. authorise, assist, or encourage any other person to engage in transactions of any kind on Sweepstastic other than in accordance with this Agreement;
 - vii. take any action that could cause any third party (end users or otherwise) confusion as to our relationship with you, or as to the site on which any functions or transactions are occurring;
 - viii. other than providing the Links on your Site in accordance with this Agreement, post or serve any advertisements or promotional content promoting Sweepstastic;
 - ix. artificially increase (or attempt to so do) monies payable to you by Heuston Gaming;
 - x. attempt to intercept, redirect or otherwise interfere with (including, without limitation, via user-installed software) traffic from or on any website that participates in our Affiliate Program;
 - xi. solicit non-member affiliates (termed "sub-affiliates") to distribute offers and claim commission on such activities. You are prohibited from starting a sub-affiliate network using Heuston Gaming offers and media assets without our express written consent in advance;
 - xii. purchase, bid for, register or otherwise acquire keywords, adwords, search terms or other identifiers for use in any search engine, portal, sponsored advertising service or other search or referral service which are identical or similar to any of Heuston Gaming's (or a member of Heuston Gaming Group) intellectual property rights, including without limitation copyrights, trade marks (whether registered or unregistered), brand names, domain names, graphics and designs using by Heuston Gaming in connection with Sweepstastic. However, this does not extend to the use of metatag keywords on your site which are identical or similar to any of Heuston Gaming's trademarks or trade names including the term "Heuston Gaming"
 - xiii. directly or indirectly refer visitors from your Site or potential customers who you suspect (or ought to suspect) are likely to abuse promotions or services available on Sweepstastic.
 - xiv. place the Links on websites providing unauthorised access to copyrighted content (such illegal streaming sites or file sharing sites);
 - xv. send any marketing communications relating to Heuston Gaming via SMS; or

- xvi. send any marketing communications relating to Heuston Gaming via email without the prior written consent of Heuston Gaming.
- c. If we determine, in our sole discretion, that you have breached any of the provisions of Clauses 3(a) or 3(b), we may (without limiting any other rights or remedies available to us) withhold any monies otherwise payable to you under this Agreement and/or terminate this Agreement.
- d. Neither you nor your direct relatives nor any connected party on your behalf (whether a director, contractor, partner, agent, employee or otherwise) are eligible to become a Customer (as such term is defined in Clause 5) and you shall not be entitled to any CPA or Purchases Share or any other remuneration from Heuston Gaming in relation to such persons. Direct relatives in this context shall include your spouse, partner, parent, child or sibling.
- e. Only one Affiliate Account is permitted per affiliate. Heuston Gaming reserves the right to close down any duplicate accounts and to cancel any amounts otherwise due under such accounts. It is your responsibility to keep your username and password confidential. Any unauthorised use of your Affiliate Account resulting from your failure to adequately guard your login information shall be your sole responsibility and you remain solely responsible and liable for all activity and conduct occurring under your Affiliate Account user ID and password whether such activity and / or conduct was undertaken by you or not. It is your obligation to inform us immediately if you suspect illegal or unauthorised use of your Affiliate Account. As your login details are confidential, we do not have visibility of this information and cannot provide you with such information in case of loss.
- f. Heuston Gaming shall have the right to examine your books, records, systems and other materials and information relating to this Agreement and the services provided hereunder for the purposes of ascertaining your compliance or otherwise with the terms hereof. For that purpose you hereby grant to Heuston Gaming and its professional advisers a right of access to your premises, systems and information on the giving of reasonable notice during normal business hours. Heuston Gaming and its professional advisers shall have the right to take copies of any records it reasonably requires and you shall provide all necessary cooperation free of charge.
- g. Heuston Gaming will solely pay the agreed affiliate Commission on Customers (as such term is defined in Clause 5) acquired from the USA, that are not located in the States of Washington, Idaho, Nevada, Montana, Michigan or Louisiana ("Restricted States").
- h. You will not market or promote Sweeptastic within or to persons from the Restricted States; or market or promote or be involved in any traffic coming from any other country besides the USA to Sweeptastic.

4. Heuston Gaming's Obligations

- a. Heuston Gaming will provide you with the Links in various formats (e.g. flash, animated gif and text formats). At our sole discretion, the Links may include a bespoke affiliate ID (an "Affid") which may be modified by us from time to time. An Affid may be created during a particular campaign (for example during a particular overarching Heuston Gaming campaign) in which case a redirect will be put into place via the Link.
- b. Subject to your complying with all of the terms of this Agreement, Heuston Gaming shall use all reasonable endeavours to ensure that whenever a Customer (as such term is defined in Clause 5) links to Sweeptastic through the Links and subsequently registers with Heuston Gaming, plays on Sweeptastic and purchases a Lucky Coin, the relevant customer is identified as originating from your Site. However, Heuston Gaming shall not be liable to you in any way if Heuston Gaming is unable to identify a Customer as originating from your Site. You should note in particular that if you do not comply with the requirement to obtain consent to tracking, or where an end user refuses to grant such consent, or where you fail to comply with any other applicable laws including in relation to data privacy and security, we shall not be liable to you in any way in respect of the actions of that end user or Customer.
- c. Where you provide Heuston Gaming with personal data, Heuston Gaming will comply with its obligations under US Data Privacy Laws.

- d. Heuston Gaming shall not share Customer's personal data with you, it shall solely share anonymised data with you.

5. **Commission, Money Laundering, & Your Identity**

- a. In this Clause 5 the following words shall have the following meanings:
 - i. **"Net Purchases"** shall mean all gross monies received by Heuston Gaming from Customer purchases of Lucky Coin(s) through Sweepstastic during the term of the Agreement (**"Gross Purchases"**) less all of the following:
 - 1. any redemptions of Sweeps Coins which includes both monies paid out to Customers as prizes or the monetary value of any merchandise furnished to Customers as prizes (**"Redemptions"**);
 - 2. refunds of Lucky Coin(s) or provisions for transactions which are reversed by instruction from the card-holder's bank (commonly referred to as charge-backs) (**"Charge-backs"**); and
 - 3. a purchase processing fee, which shall equate to a percentage of gross monies received by Heuston Gaming from all of the Customer's purchases of Lucky Coin(s) through Sweepstastic during the term of the Agreement as detailed in your Affiliate Account (**"Purchase Processing Fee"**).

Net Purchases shall be calculated as follows:

Net Purchases = Gross Purchases - Redemptions - Chargebacks - Purchase Processing Fee

- ii. **"Customer(s)"** shall mean visitor(s) from your Site who:
 - 1. enters Sweepstastic via the Links, completes registration and opens an account with Heuston Gaming and where such visitor complies with the terms and conditions of Sweepstastic and purchases any Lucky Coin(s) during the term of this Agreement; or
 - 2. is tracked by a referral cookie for a 30 day period (the "Tracking Period") and within the Tracking Period enters Sweepstastic via the Links completes registration and opens an account with Heuston Gaming and where such visitor complies with the terms and conditions of Sweepstastic and purchases any Lucky Coin(s) during the term of this Agreement.

For the avoidance of doubt Customer shall exclude any end user that is at that time an existing or previous customer of Heuston Gaming or clicks on another affiliates referral link or Heuston Gaming marketing channel within the Tracking Period or is located in a Restricted State or outside of the USA.

- iii. **"CPA"** shall mean cost per Customer acquired which will be a fixed amount per Customer acquired during the term of this Agreement or a percentage of their first purchase of Lucky Coin(s).
- b. Heuston Gaming shall pay you commission as stated in the Affiliate Agreement (**"Commission"**) based on the:
 - i. percentage of Net Purchases received during the term of the Agreement in connection with Sweepstastic. This payment shall be referred to as the **"Net Purchases Share"**. If Commission is based on Net Purchases Share, it shall be calculated as follows:
Net Purchases Share = A percentage of (Gross Purchases - Redemptions - Charge-backs - Purchase Processing Fee); or
 - ii. CPA per Customer acquired during the term of the Agreement in connection with Sweepstastic; or
 - iii. a hybrid of CPA and Net Purchases Share.
- c. Other target-based payments / commission may be introduced by Heuston Gaming from time to time in addition to or in place of the above Purchases Share or CPA payment. Any

such payments will be detailed on the commission page of your Affiliate Account. Heuston Gaming reserves the right to make changes to your commission page upon the provision of not less than 30 days notice, including to the levels of commission due to you or the basis for calculating the commission, and any such changes shall take effect immediately on there being changed in your commission page.

- d. Heuston Gaming does not offer lifetime Purchases Share or CPA. Your Purchases Share or CPA shall be limited to the duration of the Agreement. Your Purchases Share are dependent on your activity with us and you continuing to bring us more new Customers. Failure to comply with the inactivity points (i-vi) ("Inactivity Points") below will result in your account being deemed "Inactive" thus decreasing your Purchases Share entitlement by 10% for any month of inactivity and voiding any bonuses previously agreed. If you meet any one of the Inactivity Points below your Affiliate Account shall be deemed Inactive:
 - i. failure to bring in 10 new Customers within a calendar month, save for the first 3 months after which you opened your Affiliate Account;
 - ii. failure to advertise our brands on your main page in the top brands section and your top 5 visited pages; or
 - iii. zero (0) clicks from any Links relating to your Affiliate Account.

Affiliate Accounts that are Inactive for a longer period may also incur an administrative fee but no such administrative fee will be deducted from your account prior to our having made reasonable efforts to contact you via the contact details last provided by you to Heuston Gaming. The administrative fee will be applied against the payments (including future payments) that would otherwise be payable to you. We reserve the right to terminate any Affiliate Account(s) that we deem inactive, it is in our sole discretion as to whether or not the Account(s) is / are Inactive. Heuston Gaming has the right to terminate this Agreement and remove such affiliates, who do not deliver at least one new Customer in a given calendar month. We will notify you by email where such a reduction or termination will occur.

- e. Your Affiliate Account has functionality which enables you to obtain reports relating to your Affiliate Account, including detailing the number of Customers and the Commission generated from those Customers, if any, which have accrued to you over the course of the previous calendar month or such other relevant period. At the end of a calendar month, Heuston Gaming shall record your CPA or Purchases Share, if any, during the previous calendar month. In the event that Net Purchases Share or CPA generated in any calendar month is a negative amount, zero Commission shall be due from or paid by Heuston Gaming to you for the relevant month and Heuston Gaming shall carry forward and set off such negative amount against future Commission which would otherwise be payable to you. If Commission due does not exceed \$50, Heuston Gaming shall be entitled to withhold and carry forward such sum until the end of the first calendar month in which the Commission due (including any sum carried forward) exceeds \$50, at which time payment shall be made in accordance with Clause 5(j). For the avoidance of doubt, you will only receive a payout when there is a positive balance and it is greater than \$50, or currency equivalent, in any given month.
- f. You agree that Heuston Gaming will raise sales invoices for the transactions covered by this Agreement on your behalf until this Agreement terminates. You will not raise sales invoices in respect of the transactions covered by this Agreement.
- g. You will notify Heuston Gaming immediately if you:
 - i. change your VAT / sales tax status including if you become VAT registered or if your VAT registration number / sales tax registration number changes;
 - ii. cease to be VAT registered;
 - iii. sell your business, or part of your business; or
 - iv. change your bank details.
- h. You agree to notify Heuston Gaming within 14 days of issue of the invoice if there are any errors on the invoice.
- i. You agree that the VAT (if applicable) shown on the invoice for the transactions covered by this Agreement which we raise on your behalf is your output tax due to the relevant tax authority.

- j. At the end of a calendar month, the Commission payable by Heuston Gaming to you shall be automatically raised on circa 4th of the month and paid out within 30 days following such date. Such Commission shall be paid in USD, inclusive of VAT if applicable. Commission may be paid in an alternate major currency if pre-agreed with Heuston Gaming, however Commission shall be calculated in USD and then converted into an alternate currency and any corresponding costs shall be borne by the affiliate.
- k. You shall indemnify on demand and hold harmless us from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT / tax thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Heuston Gaming in consequence of any breach by you of this clause or as a result of your VAT / tax status being different from that notified to us.
- l. Heuston Gaming may engage the services of a third party (currently "Ingenious") to provide both the affiliate platform and system maintenance. We have service levels in place and expect these to be upheld but ultimately we do not have total control over these services and therefore cannot be held responsible for any failures arising from such third party services. You shall cooperate with us, and to the extent necessary our third party service providers, to give effect to the terms and spirit of this Agreement.
- m. We shall make reasonable efforts to make any payments due to you in a timely fashion. However, we shall not be liable for occasional delays or delays outside of our control. For example, any changes in the contact or banking details provided by you may give rise to a delay of up to 60 days in making any payments due. Where you become aware of any overdue payments due to you, please contact us immediately and we will seek to resolve the matter as soon as possible.
- n. We shall use reasonable endeavours to make payments due to you using the payment details provided to us. However, in certain circumstances we may be unable to make payments to you for reasons outside of our control (for example where the bank account details provided are inaccurate or incomplete). Where this occurs, we shall make reasonable efforts for a period of up to six (6) months to contact you via the contact details last provided by you to Heuston Gaming to obtain alternative payment details. If we are still not in a position to make the payments after this period, we may close or suspend your Affiliate Account without further notice and you shall be deemed to have forfeited any entitlement to payment.
- o. If an error is made in the calculation of your Commission due, Heuston Gaming reserves the right to correct such calculation at any time and to reclaim from you any overpayment made by Heuston Gaming to you (including, without limitation, by way of reducing future payments which might otherwise be due to you from us from time to time).
- p. It is the policy of Heuston Gaming to actively prevent, to the extent within its control, money-laundering and any activities that facilitate money-laundering or funding of terrorist or criminal activities. Heuston Gaming reserves the right to attempt to verify your identity through the information provided by you, by obtaining information from public sources or by such other means as it reasonably deems necessary.
- q. You shall provide us with any supporting documents (e.g. any or all of the following for individuals: valid passport copy; valid driving licence copy; a copy of a utility bill; a bank statement, or in the case of a corporation: a copy of the company's certificate of incorporation; constitutional documentation; information regarding the identity of the beneficial owner of the company and the identity of the directors of the company) requested by us and you understand that payments may be delayed if supporting documents are not provided.
- r. You warrant and represent that you shall at all times comply with all laws, rules and regulations which are applicable to your compliance with our obligations in this Agreement which includes, but is not limited to;
 - i. complying with US Federal and State Applicable Data Privacy Laws ("ADPL") and including all other applicable data privacy rules, laws and regulations applicable to your territory relating to the use of "cookies" and similar tracking technologies such as beacons, scripts and tags (collectively "Cookies"). You agree to complete

the necessary notification procedures of the use of Cookies to all visitors to the Sites by providing information, via the relevant privacy policy or other required means, about the use / deployment of Cookies; especially with respect to the processing of users personal data for targeted advertising purposes; each Cookie name, type, purpose, host, duration and category); and access of information stored on user's devices. You shall provide users with the opportunity to reject the installation of Cookies and shall prevent Cookies from executing unless consent is provided, where applicable.

- ii. complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption;
- iii. complying with any related policies or guidelines as directed by Heuston Gaming from time to time, including the Sweepstastic Affiliate Marketing Guidelines ("Relevant Policies");
- iv. promptly report to the Heuston Gaming any request or demand for any undue financial or other advantage of any kind received by you in connection with the performance of this Agreement; and
- v. upon request and within a reasonable period, you shall certify to Heuston Gaming in writing compliance with this Clause 5(r) You shall provide such supporting evidence of compliance as Heuston Gaming may reasonably request.
- vi. Breach of Clause 5(r) shall be deemed a material breach of this Agreement
- vii. You are solely responsible for your own marketing and promotional activities and you shall carry out such activities in a responsible manner, complying with all applicable laws, regulations and advertising codes. In particular you: (a) shall have appropriate privacy and security safeguards in place; and (b) shall comply with your obligations in Clause 5(r). You shall immediately comply with Heuston Gaming's requests in relation to this Clause 5(r). Where you fail to do so, Heuston Gaming reserves the right to immediately terminate this Agreement.
- viii. Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the parties.
- ix. You shall be accountable to the relevant authorities for all taxation payable on or in respect of payments we make to you and shall indemnify Heuston Gaming from and against any liability that may be imposed on us in relation to same.
- x. Payment of any Commission pursuant to this Agreement, is not in breach of any applicable laws.

6. Errors

- a. Heuston Gaming makes every effort to ensure that no errors are made in the calculation of amounts due to affiliates. However, human systems' and/or third party error may occasionally result in errors. Heuston Gaming reserves the right to correct any obvious errors and to void any payments (to include the right to be reimbursed where payments have been made in error) where such have occurred.
- b. In the case of any blatant errors in payments made (including for example where the payment made is materially different to previous or comparable payments/periods and/or the payment is clearly incorrect, depending on all of the circumstances), the amount paid will be rebalanced at the appropriate rate. Should you be credited in error, it is your responsibility, and you undertake, to notify Heuston Gaming of the error without delay. You hereby undertake to provide your full cooperation to Heuston Gaming to correct any such errors, including by way of the return of any over-payments. Heuston Gaming may set off any payment obligation due to us from you against any future payment obligation owed by us to you under this Agreement.

7. Fraud, Safe Entertainment, Protection of Minors, and the Prevention of Crime

- a. Heuston Gaming reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties as may be necessary in this regard. Fraudulent acts include acts by you which are made in bad faith

and/or acts which are intended to defraud Heuston Gaming or a member of its Heuston Gaming Group.

- b. Heuston Gaming aims to make Sweepstastic a fun and entertaining experience, whilst at the same time taking our responsibilities very seriously. To this end, we strive to:
 - ensure that all communications relating to Sweepstastic are provided in a fair and open fashion in order to protect customers;
 - ensure that, to the greatest extent possible, children and other vulnerable persons are protected;
 - prevent Sweepstastic being or becoming a source of crime or disorder.We require you to adhere to the same principles in any activity relating to this Affiliate Program.
- c. You undertake not to knowingly or negligently, through any act or omission, conflict in any way, or cause Heuston Gaming to be in conflict in any way, with any of the objectives set out in Clause 7(b).
- d. Heuston Gaming reserves the right to:
 - i. immediately suspend or terminate any Affiliate Account it believes to be involved in fraud, money-laundering and/or any other form of illegal or suspicious activities
 - ii. withhold any amounts due on the account; and
 - iii. report such details as it reasonably considers are necessary to relevant authorities.
- e. You will immediately notify us if you become aware of any act or traffic that involves fraud or that you believe or reasonably believe to potentially involve fraud. You will immediately stop such act and not allow any corresponding traffic and stop any traffic that we suspect, in our sole discretion, is involved in or potentially involves fraud.

8. Licence to use the Mark

- a. We hereby grant to you a non-exclusive, non-transferable, revocable licence, solely during the term of this Agreement, to use such Heuston Gaming intellectual property, including without limitation any logo, trade mark, trade name, design or other similar identifying material owned by or licensed to Heuston Gaming or a member of its Heuston Gaming Group (the "Marks") as we make available to you via our media gallery in your Affiliate Account in Ingenious and via email solely in connection with the display of the Links on your Site or in connection with email promotions including the Marks which we approve in advance.
- b. This licence cannot be sub-licensed, assigned or otherwise transferred by you without Heuston Gaming's prior written approval. Your right to use the Marks is limited to and arises only out of this licence to use the Links.
- c. This licence will be terminated automatically upon the termination of this Agreement for any reason.
- d. You shall not assert the invalidity, unenforceability, or contest the ownership of the Marks in any action or proceeding of whatever kind or nature, and shall not take any action that may prejudice our or our licensor's rights in the Marks, render the same generic, or otherwise weaken their validity or diminish their associated goodwill (which shall vest exclusively in Heuston Gaming).
- e. You shall not register or attempt to register, or be complicit in any third party registering or attempting to register, any trade mark, trade name, logo, or similar identifying material that contain the Marks or are confusingly similar to or are comprised of any of the Marks or any other of our intellectual property rights.
- f. You undertake not to register or attempt to register or be complicit in or cooperate with any third party registering or attempting to register, any domain name which is similar to Sweepstastic or any Heuston Gaming or intellectual property rights (or intellectual property rights belonging to a member of the Heuston Gaming Group), including (for the avoidance of doubt) any misspellings, other variations of the domain names or other likenesses. Where you breach this Clause 8(f) you will immediately cease use of any such domain and transfer such domain to us or a third party elected by us.
- g. You undertake to provide all reasonable cooperation with us in protecting the Marks against third party infringement or any other attack.

- h. It is expressly understood that, upon termination of this Agreement for any reason, Heuston Gaming will terminate access to your Affiliate Account and you will, immediately, remove and cease any and all use of any element or material provided by Heuston Gaming or any materials developed by you containing any brand of Heuston Gaming. You must promptly return to Heuston Gaming or destroy all of the documentation, accesses and all intellectual property rights delivered by Heuston Gaming to you pursuant to this Agreement and all copies of any element thereof, must be returned or destroyed. For the avoidance of doubt, this shall cover all elements, materials, documentations or intellectual property rights provided by Heuston Gaming to you, and hence not apply to materials, output or work created or owned by you, which shall always be and continue to remain your property, save any content that includes any IP of Heuston Gaming, which includes but is not limited to the Sweepstastic brand.

9. Additional Warranties

- a. Each party to this Agreement represents and warrants to the other that it has, and will retain throughout the Term all right, title and authority to enter into this Agreement, to grant to the other party the rights and licences granted in this Agreement and to perform all of its obligations under this Agreement.
- b. You are solely responsible for the operation and content of your Site and you represent, warrant and undertake that your Site shall contain no material which is defamatory, sexually explicit, unlawful, harmful, threatening, obscene, vulgar, harassing, or racially, ethnically, or otherwise objectionable or discriminatory, violent, politically sensitive or otherwise controversial or in breach of our rights or any third party rights and shall not link to any such material. We shall not be liable for any claims by third parties relating to your Site or any of the products or services associated therewith and you will fully indemnify us in respect of any losses we or any member of Heuston Gaming Group suffers (directly or indirectly) in connection with any such claims.
- c. You warrant and represent that you will not, directly or indirectly: (a) do any act or omission that disparages Heuston Gaming or Sweepstastic, or is damaging to the interests, reputation or goodwill of the aforementioned parties and sites; or (b) do any activity that in our reasonable opinion would be deemed unsuitable, inappropriate or fraudulent.
- d. You will not use any false or misleading statements, whether by statement, act, omission or implication.

10. Disclaimer

- a. Sweepstastic and the Links are provided "as is" without any express or implied warranty of any kind, and all warranties including warranties of merchantability, non-infringement of intellectual property rights, fitness for any particular purpose, and of completeness or accuracy of content are hereby excluded to the fullest extent permitted by law. Neither Heuston Gaming nor any of its licensors gives any warranty that the supply of material and content on, or links to or from, Sweepstastic and/or the Links will be uninterrupted, timely, secure or error free or that they are free of viruses or bugs.

11. Indemnity and Liability

- a. You shall indemnify Heuston Gaming on demand and hold us harmless from and against any and all losses, demands, claims, damages, costs, expenses (including, but not limited to, consequential losses and loss of profit, reasonable legal costs and expenses and VAT / sales tax thereon if applicable) and liabilities suffered or incurred, directly or indirectly, by Heuston Gaming or any member of the Heuston Gaming Group in consequence of any breach, non-performance or non-observance by you of any of your obligations or warranties under this Agreement.
- b. Nothing in this Agreement limits or excludes either party's liability for death or personal injury or for breach of any of the indemnities under this Agreement, for which liability shall not be limited.
- c. We shall not be liable to you in contract, tort, or otherwise (including liability for negligence) for loss whether direct or indirect of business, revenue or profits, anticipated

savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.

- d. We shall not be liable for any loss or damage that you may suffer because of any act of God; power failure; trade or labour dispute; act, failure or omission of any government or authority; obstruction or failure of telecommunication services or networks; or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.
- e. The liability of either party shall not, in any event, exceed the sum of the total monies paid by Heuston Gaming to you over the 12-month period preceding the date on which any liability accrued.
- f. In no event shall we be responsible for any claim or dispute between you and any user of your Site.

12. Termination

- a. This Agreement shall commence (or commenced, in the case of existing affiliates) on the date that Heuston Gaming notifies (or notified, in the case of existing affiliates) you that your application to join the Affiliates Program has been successful and shall continue until terminated in accordance with this Clause 12.
- b. Either party may terminate this Agreement forthwith on written notice if a receiver, examiner or administrator is appointed of the whole or any part of the other party's assets or the other party is struck off the Register of Companies in the jurisdiction where it was incorporated or an order is made or a resolution passed for winding up of the other party (unless such order or resolution is part of a voluntary scheme for the reconstruction or amalgamation of that party as a solvent corporation and the resulting corporation, if a different legal person, undertakes to be bound by this Agreement), if you are subject to bankruptcy proceedings, or if you are subject to any similar process or procedure to those described in this Clause 12(b) in any part of the world.
- c. Heuston Gaming may immediately suspend or terminate this Agreement upon notice to you:
 - i. where you materially breach any term of this Agreement and fail to remedy the breach (if remediable) within the time period specified by Heuston Gaming to remedy same;
 - ii. in accordance with its rights set out in Clause 3(c) or Clause 7(d); or
 - iii. where you are in breach of any warranty within this Agreement.

Heuston Gaming reserves the right to withhold any amounts due to you in such circumstances (whether or not such amounts are generated by the breach).

- d. Heuston Gaming may suspend or terminate this Agreement at its discretion immediately upon notice if:
 - i. it considers that you are for any reason unsuitable to be an affiliate. Heuston Gaming shall not be required to disclose its reasoning in connection with any such suspension or termination. Where Heuston Gaming discloses its reasons for such suspension or termination, it may withhold and/or terminate any payments that otherwise may have been due to you; and/or
 - ii. you self-exclude from a Heuston Gaming account.
- e. Either party may terminate this Agreement on delivery of seven (7) days' prior written notice to the other party.
- f. Termination of this Agreement shall not prejudice any rights of any party, which may have arisen on or before the date of termination.
- g. Upon termination of this Agreement for any reason, you shall remove all of the Links and any other Marks or content owned, developed, licensed or created by Heuston Gaming and/or provided to you by Heuston Gaming in connection with this Agreement from your Site and all rights and licences granted to you in this Agreement shall immediately terminate.
- h. We shall be entitled to deduct from any payments due and payable to you, any such debts and liabilities due to Heuston Gaming, if any.
- i. This Agreement shall survive any change of control or change of name.

13. General

- a. This Agreement (including your application form) contains the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements and understandings between the parties with respect to its subject matter.
- b. You shall not assign or subcontract any of your rights and/or obligations under this Agreement without Heuston Gaming's prior written consent.
- c. No delay, neglect, or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.
- d. If any provision of this Agreement is held to be void or unenforceable in whole or part, the impugned provision (or part thereof) shall be deemed to be deleted from this Agreement and the remaining provisions (including the remainder of the affected provision) shall continue to be valid and applicable.
- e. Any notice given or made under this Agreement to Heuston Gaming shall be by email to support@sweepstastic.com. Heuston Gaming shall send you any notices given or made under this Agreement to the email address supplied on your application form or such other email address as notified by you to Heuston Gaming via your Affiliate Account.
- f. During the term of this Agreement, you will be entrusted with confidential information relating to the business, operations, or underlying technology of Heuston Gaming and/or the Affiliate Program. You agree to avoid disclosure or unauthorised use of the confidential information to third persons or outside parties unless you have Heuston Gaming's prior written consent. You shall use such confidential information only for purposes necessary to further the purposes of this Agreement. Your obligations with regard to confidential information shall survive termination of this Agreement and you shall fully indemnify us for any losses we or any member of the Heuston Gaming Group suffers (directly or indirectly) in connection with your breach of this Clause 13(f).
- g. This Agreement shall be governed by and construed in accordance with the laws of Ireland and each party submits to the exclusive jurisdiction of the courts of Ireland for the resolution of disputes hereunder.