



Version 1.5 06/12/11

Affiliate Program Terms and Conditions

Entered into between

Lucky Vegas Entertainment Ltd as per LuckyVegas77.

AND

THE AFFILIATE

Effective on the date the online Affiliate registration form is approved by LuckyVegas77.

By completing the online Affiliate registration form to join the LuckyVegas77 Affiliate Program ("the Affiliate Program") and clicking "I Accept" on the form, you ("the Affiliate" or "You") hereby agree to abide by all the terms and conditions set out in this Agreement.

The Company reserves the right to change any of the terms and conditions of this Agreement, at any time and at its sole discretion. The Company will notify You of any changes via e-mail and/or via the **LuckyVegas77 Affiliate Website**. Your continued (i) participation in the Affiliate Program, (ii) use of the LuckyVegas77 Affiliate Website and/or Lucky Vegas Entertainment Ltd marketing materials (as hereafter defined), or (iii) acceptance of any Affiliate commissions from the Company will confirm your acceptance of any changes to the terms and conditions of this Agreement unless you disagree with the terms and conditions and communicate this in writing (via email) to affiliates@luckyvegas77.com.

1. Purpose

1.1 The Company Lucky Vegas Entertainment Ltd ("LuckyVegas77") is a leading online gambling company, licensed by the LGA of Malta and offers casino and other games and poker, through the website www.luckyvegas77.com ("the LuckyVegas77 Website").

1.2 The Affiliate maintains and operates one or more websites on the Internet (hereinafter collectively referred to as "the Affiliate Website").

1.3 This Agreement governs the terms and conditions relating to the promotion by the Affiliate of the LuckyVegas77 Website, whereby the Affiliate will be paid a commission depending on the revenue generated on the LuckyVegas77 Website.

2. Acceptance of Affiliate

The Company shall inform You in writing whether or not You are accepted for the Affiliate Program. The Company reserves the right to refuse Your application to join the Affiliate Program for any reason.

3. Qualifying Conditions

You warrant that:

3.1- if an individual, You are of the legal age in the applicable jurisdiction to enter into this Agreement.

3.2. You are competent and duly authorized to enter into binding agreements for the Affiliate and/or the Affiliate Website;

3.3. You are the proprietor of all necessary rights, licenses and permits to market, promote and advertise the LuckyVegas77 Website in accordance with the provisions of this Agreement;

3.4. You will comply with all applicable rules, laws and regulations in connection with the promotion of the LuckyVegas77 Website; and

3.5. You fully understand and accept the terms and conditions of this Agreement.

4. Responsibilities and Obligations of the Company

4.1. The Company shall provide the Affiliate with all marketing material necessary for the proper implementation of a link ("the Link") from the Affiliate Website to the LuckyVegas77 Website for the purpose of advertising and driving traffic to the LuckyVegas77 Website.

4.2 The Company shall administrate the turnover generated via the Link, record the net revenues and the total amount of commission earned via the Link, provide the Affiliate with commission statistics, and handle all customer services related to the LuckyVegas77 Website. A unique tracking identification code will be assigned to all customers referred to the LuckyVegas77 Website via the Link.

4.3 The Company shall pay the Affiliate the amount due depending on the traffic and revenue generated in accordance with the terms and conditions of this Agreement.

4.5. The Company may refuse the registration or close the account of any player referred via the Link if it is necessary to comply with the Company's policy and/or protect the interest of the Company or any other of its associated companies.

5. Responsibilities and Obligations of the Affiliate

The Affiliate undertakes:

5.1 to use its best efforts to actively and effectively advertise, market and promote the LuckyVegas77 Website, to abide with such guidelines of the Company as may be

forwarded from time to time and/or made accessible online;

5.1.1 to market the LuckyvegasV77 Website and refer potential players to Lucky Vegas Entertainment Ltd at its own cost and expense. The Affiliate will be solely responsible for the distribution, content and manners of its marketing activities. All of the Affiliate's marketing activities must be professional, proper and lawful under applicable laws and in accordance with this Agreement;

5.1.2 to use only the Link provided by the Company otherwise the Company cannot accept any obligation whatsoever for proper player registration and income accounting and not to change or modify in any way the Link or marketing material without prior written authorization from the Company; and

5.1.3 to be responsible for the development, the operation, and the maintenance of the Affiliate Website as well as for all material appearing thereon.

The Affiliate hereby warrants that he/she will not:

5.2 undertake any activity which is libelous, discriminatory, obscene, unlawful or otherwise unsuitable or which contains sexually explicit, pornographic, obscene or graphically violent materials;

5.2.1 actively target any person who is under the legal age for gambling;

5.2.2 actively target any jurisdiction where gambling and the promotion thereof is illegal;

5.2.3 generate traffic to the LuckyVegas77 Website by illegal or fraudulent activity, particularly but not limited to :

5.2.3.1 register as a player or make deposits directly or indirectly to any player account through their tracker(s) for their own personal use and/or the use of their relatives, friends, employees or other third parties, or in any other way attempt to artificially increase the commission payable to them or to otherwise defraud the Company. Violation of this provision shall be deemed to be fraud;

5.2.3.2 present the Affiliate Website in such a way that it might evoke any risk of confusion with the LuckyVegas77 Website and/or the Company or Lucky Vegas Entertainment Ltd or convey the impression that the Affiliate Website

5.2.4 apart from the marketing material as may be forwarded by the Company and/or made available online through the <http://www.luckyvegas77.com/...>, not use "lv77" or other terms, trademarks and other intellectual property rights that are owned by in the Company or any of its associated companies unless the Company consents to such use in writing.

6. Payment

6.1 The Company shall pay the Affiliate a commission calculated on the net revenue generated from customers referred via the Link on the Affiliate Website. The commission shall be a percentage of the net revenue as set out in the Commission Payment Plan, displayed on the Affiliate Program Website. The net revenue shall be calculated in accordance with the following formula:

Money Wagered - (Player Winnings + Payment Charges + Chargebacks + Bonuses + Administration Fee)

6.2 The commission will be calculated at the end of each month and payments will be made by the end of next calendar month, provided that the amount due exceeds € 200 (**Minimum Threshold**). If the balance due is less than the Minimum Threshold, it will be carried over to the following month and shall be payable when it exceeds the Minimum Threshold.

6.3 Payment of commission shall be made as per the payment method chosen by the Affiliate in the application process. If an error is made in calculating the commission, the Company reserves the right to correct such calculation at any time and will immediately pay any underpayment to or reclaim overpayment from the Affiliate.

6.4 If the Affiliate disputes the commission due as reported, it shall within a period of sixty (60) days send an email to the Company on affiliates@luckyvegas77.com and indicate the reasons for such dispute otherwise the Affiliate shall be deemed to have accepted the payment in full and final settlement of the commission due for the period concerned.

6.5 The Company may delay payment of any commission due to the Affiliate for a reasonable time while it investigates and verifies that the relevant transactions comply with the provisions of this Agreement.

6.6 No payment shall be due when the traffic generated is illegal or contravenes any provision of this Agreement.

6.7 The Affiliate shall repay to the Company all commission received based on fraudulent or falsified transactions or a breach of this Agreement together with all legal and other costs incurred by the Company in recovering such commission from the Affiliate.

Percentages

€0 to €9,999 Net Gaming = 25%

€10,000 to €24,999 Net Gaming = 30%

€25,000 and up = 35%

7. Termination

7.1 This Agreement may be terminated immediately at any time by either party giving

notification to the other in writing or by e-mail.

7.2 On termination of this Agreement, for any reason,

7.2.1 the Affiliate must return to the Company all confidential information (and all copies and derivations thereof) in the Affiliate's possession, custody or control.

7.3 The Commissions earning plan upon termination is bound by the following:

7.3.1 The Affiliate will be entitled only to commission earned up to the effective date of termination. The Company may withhold the Affiliate's final payment for a reasonable time to ensure that the correct amount is paid.

7.3.2 You shall only be entitled to commissions from revenue generated by players referred by you as a result of "life time deal" from which you will continue to receive revenue for as long as they generate revenue in the Casino even after termination of this agreement. The "lifetime agreement" must have been provided in writing by LuckyVegas77. 7.4 If this Agreement is terminated by the Company as a result of the Affiliate's breach, the Company shall be entitled to withhold the Affiliate's earned but unpaid commission as collateral for any claim for damages arising from such breach.

7.5 Termination will not relieve the Affiliate from any liability arising from any breach of this Agreement, which occurred prior to termination.

8. Intellectual property and domain name (gTLD & ccTLD)

8.1 The Affiliate may not bid on or use the trademark "luckyvegas77" or "luckyvegasv77.com" for paid search on Search Engines, Directories or any other kind of online database. Any use by the Affiliate of the trademark "LuckyVegas77" or the Company's associated companies' trademarks including but not limited to Lucky Vegas Entertainment Ltd , LuckyVegas77, confusingly similar marks or copyright other than as authorised under this Agreement is expressly forbidden. Breach of this term may result at the Company's discretion in the suspension (including the forfeit of payment of commission) and subsequent termination of this Agreement.

8.2 Affiliates may not use, in paid search or elsewhere, and must refrain from registering (and applying to register), any domain name that is similar to or includes any reference to LuckyVegas77 or luckyvegasv77.com or to any associated companies' names. Breach of this term may result at the Company's discretion in the suspension or forfeit of payment of commission due to the Affiliate and subsequent termination of this Agreement.

8.3 The Affiliate shall be entitled to use of the name "LuckyVegas77" as part of the Affiliate's own subdomain and subfolder name. (e.g. mybrand.com/luckyvegas77).

9. Risk

9.1 The Affiliate acknowledges that the use of the Internet is at its risk and that the

Company's Affiliate Program is provided "as is" and "as available" without any warranties or conditions whatsoever, express or implied. The Company does not warrant that access to the LuckyVegas77 Website will be possible at any particular time or from any particular location.

9.2 The Company shall in no event be liable to the Affiliate for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the LuckyVegas77 Website or the Affiliate Program.

10. Indemnification

The Affiliate shall defend, indemnify and hold the Company and its associated companies, successors, officers, employees, agents, directors, shareholders and attorneys, free and harmless from and against any and all claims and liabilities, including reasonable legal and experts' fees, related to or arising from: any breach of the Affiliate's representations, warranties or undertakings contained in this Agreement;

- 10.1.1. the Affiliate's use (or misuse) of the marketing materials provided by the Company;
- 10.1.2. all conduct and activities occurring under the Affiliate's user ID and password;
- 10.1.3. any defamatory, libelous or illegal material contained within the Affiliate Website or the Affiliate's information and data;
- 10.1.4. any claim or contention that the Affiliate Website or the Affiliate's information and data infringes any third party's patent, copyright, trademark, or other intellectual property rights or violates any third party's rights of privacy or publicity;
- 10.1.5. third party access or use of the Affiliate Website or the Affiliate's information and data; and
- 10.1.6. any claim related to the Affiliate Website.

11. Governing Law & Jurisdictions

This Agreement shall be governed by the laws of Malta and any action relating to this Agreement must be brought in Malta and the Affiliate irrevocably consents to the exclusive jurisdiction of the Malta courts.

12. Assignment

The Affiliate may not assign this Agreement without obtaining the prior written consent of the Company.

13. Non-Waiver

The Company's failure to enforce the Affiliate's adherence to all terms contained in this Agreement shall not constitute a waiver of the right of the Company to enforce such terms at any time.

14. 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 the reasonable control of and is not the fault of such party, 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 a force majeure event occurs, the non-performing party is excused from whatever performance is prevented by the force majeure event to the extent prevented.

15. Relationship of the Parties.

Nothing contained in this Agreement, nor any action taken by any party to this Agreement, shall be deemed to constitute either party (or any of such party's employees, agents, or representatives) an employee, or legal representative of the other party, nor to create any partnership, joint venture, association, or syndication among or between the parties, nor to confer on either party any express or implied right, power or authority to enter into any agreement or commitment on behalf of (nor to impose any obligation upon) the other party.

16. 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. No waiver will be implied from conduct or failure to enforce any rights and any waiver must be in writing to be effective.

17. Confidentiality

All information belonging to one party, including but not limited to business and financial data, lists of customers and buyers, as well as price and sales information shall be treated confidentially by the other. Such information must not be used for the other party's own commercial or other purposes, either direct or indirectly. This provision shall survive the termination of this Agreement.

18. Governing Language

In the event of any discrepancy in translated versions of this Agreement, the meaning of the English language version shall prevail.