

Last updated: 20.12.2024 (TAG)

AFFILIATE PROGRAM – TERMS & CONDITIONS

This is an agreement (“The Affiliate Agreement”) between you (“you” or “Affiliate”) and Luckiest Partners, the Affiliate Program promoting a gaming website *luckiest.com* operated by . company registration number 3-102-841524, having address North America Cultural Center, Barrio Dent, San Jose, established in 2021 and based in Costa Rica.

By registering for the Affiliate Program, and by accessing and using any of our marketing tools or accepting any reward, bonus or commission, whether contained in the Affiliate Agreement or elsewhere as a part of our Affiliate Program, you will be deemed to have read, understood and agreed to the Affiliate Agreement.

We may periodically make modifications to this Agreement. While we will do our best to notify you of such changes, we recommend that you revisit this page regularly. Your continued use of the Affiliate Program will constitute your consent to the updated Agreement.

1. DEFINITIONS

1.1. “Affiliate” means you, the person or entity, who applies to participate in the Affiliate Program.

1.2. “Affiliate Account” means the account of the Affiliate set up after an Affiliate Application is made by the Affiliate to take part in the Affiliate Program and approved by the Company

1.3. “Affiliate Agreement” means (i) all the terms and conditions set out in this document, (ii) the terms and conditions of the Commission Structures applicable to the different products and brands, and (iii) any other rules or guidelines of the Company and/or Websites made known to the Affiliate from time to time.

1.4. “Affiliate Application” means the application made by the Affiliate to participate in the Affiliate Program.

1.5. “Affiliate Links” refers to the tracking links used by the Affiliate to link from the Affiliate Website(s) or any other third-party website to our brand .

1.6. “Affiliate Program” or “Luckiest Partners” means collaboration between the Company and the Affiliate whereby the Affiliate promotes the Company’s websites and creates Affiliate Links from the Affiliate Website(s) to Company’s websites. For such services the Affiliate is paid a commission depending on the generated traffic to the Company’s websites, subject to terms within this Affiliate Agreement and to the applicable product-specific Commission Structure.

1.7. "Affiliate Wallet" means an online wallet in the name of the Affiliate into which Company pays the commission and any other payments due to the Affiliate, which the Affiliate can withdraw in accordance with the Affiliate Agreement.

1.8. "Affiliate Website" means any website which is maintained, operated or otherwise controlled by the Affiliate.

1.9. "Company" or "We" shall mean Luckiest Partners and any other company within our group of, including our parent companies, their parent companies and all the subsidiaries of these respective companies.

1.10. "Company Websites" means the website *www.luckiest.com* or other such websites (including mirror websites) as may be added to this Affiliate Program from time to time;

1.11. "Commission" means the percentage of the Net Gaming Revenue, or, where applicable, a fixed amount for a New Depositing Customer (CPA structure) as set out in the Commission Structures.

1.12. "Commission Structures" means any specific reward structures expressly agreed between Company and the Affiliate.

1.13. "Confidential Information" means any information of commercial or essential value relating to Company such as, but not limited to, financial reports, trade secrets, know-how, prices and custom quotes, business information, products, strategies, databases, technology, information about New Customers, other customers and users of Company Websites, marketing plans and manners of operation.

1.14. "Intellectual Property Rights" means any copyrights, trademarks, service marks, domain names, brands, business names, and registrations of the aforesaid and/or any other similar rights of this nature.

1.15. "Net Gaming Revenue" or "NGR" means all monies received by the Company from affiliated players.

1.16. "New Customer" means a new, first-time customer of the Company who made a first deposit amounting to at least the applicable minimum deposit at Company Websites' player account, in accordance with the applicable terms and conditions of Company Websites'. This excludes the Affiliate, its employees, relatives and friends.

1.17. "Parties" means Company and the Affiliate (each a "Party").

1.18. "Personal Data" means any information relating to any person, whether individual or legal, that is or may be identified, directly or indirectly.

2. AFFILIATE OBLIGATIONS

2.1. Registering as Affiliate

2.1.1 To become a member of our Affiliate Program you must accept these terms and conditions by ticking the respective box while submitting the Affiliate Application. The Affiliate Application will form an integral part of the Affiliate Agreement.

2.1.2 We will, at our sole discretion, determine whether to accept an Affiliate Application and our decision is final and not subject to any right of appeal. We will notify you by email as to whether your Affiliate Application has been successful.

2.1.3 You will provide any documentation required by the Company to verify the Affiliate Application and to verify the Affiliate Account information at any time during the term of the Affiliate Agreement..

2.1.4 It is your sole obligation to ensure that any information you provide us with when registering with the Affiliate Program is correct and that such information is always kept up to date.

2.2. Affiliate login details

2.2.1 It is your sole obligation and responsibility to ensure that login details for your Affiliate Account are always kept confidential and secure.

2.2.2 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 such activity occurring under your Affiliate Account user ID and password (whether such activity 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.

2.3. Affiliate Program participation

2.3.1 The Affiliate Program is intended for your direct participation. Opening an Affiliate Account for a third party, brokering or transferring an Affiliate Account is not accepted. Affiliates wishing to transfer an account to another beneficial owner must contact us and request permission. Besides, you shall not open more than one Affiliate Account without our prior written consent.

2.3.2 By agreeing to participate in the Affiliate Program, you agree to use your best efforts to actively advertise, market and promote the Company Websites in accordance with the Affiliate Agreement and Company's instructions from time to time. You will ensure that all activities taken by you under the Affiliate Agreement will be in Company's best interest and will in no way harm the Company's reputation or goodwill.

2.3.3 You acknowledge that the Company owns registered trademarks associated with the Brand(s). You agree that it's strictly prohibited from infringing, threatening to infringe, or engaging in any unauthorized use of the Brand, the Products, or any other Intellectual Property. This prohibition particularly applies to the following:

2.3.4 The use of domain names, brand names, or any variations thereof that are identical or confusingly similar to the Brand, are prohibited.

2.3.5 Any bids placed by You on internet search engines or mobile applications for keywords, including but not limited to: luckiest, luck iest, lucki est, luckiest bonus, bonus luckiest, bonusluckiest, luckiest free spins, luckiest crypto, luckiest welcome offer, <https://luckiest.com>, and/or any similar variations or terms that may cause confusion.

2.3.6 You may link to the Company Website's using the Affiliate Links or other such materials as we may from time to time approve. This is the only method by which you may advertise on our behalf.

2.4. Affiliate Website

2.4.1 You will be solely responsible for the development, operation and maintenance of the Affiliate Website and for all materials that appear on the Affiliate Website. You will be solely responsible for its marketing activities (including but not limited to distribution, content and lawfulness of the same) and/or any other development, operation and maintenance of the Affiliate Website. You shall at all times ensure that the Affiliate Website is compliant with all applicable laws.

2.4.2 You will not present the Affiliate Website in such a way so that it may cause confusion with the Company Websites, or so that it may give the impression that it is owned or operated by Company.

2.4.3 The Affiliate Website will not contain any defamatory, libellous, discriminatory or otherwise unsuitable content (including, but not limited to, violent, obscene, derogatory materials or content which would be unlawful in target country).

2.5. Valid traffic and good faith

2.5.1 You will not generate traffic to Company Websites by registering as a New Customer whether directly or indirectly (for example by using associates, family members or other third parties). Such behaviour shall be deemed as fraud.

2.5.2 You will not attempt to benefit from traffic not generated in good faith. If you have any reasonable suspicion that any New Customer referred to by you is in any way associated with bonus abuse, money laundering, fraud, or other abuse of remote gaming websites, you will immediately notify us of this.

2.5.3 You hereby recognise that any New Customer found to be a bonus abuser, money launderer or fraudster or who assists in any form of affiliate fraud (whether notified by you or later discovered by us) does not count as a valid New Customer under the Affiliate Agreement, and thereby no Commission shall be payable in relation to such New Customers.

2.5.4. Banners and links may not be placed within unsolicited e-mail/s, unauthorized newsgroup postings, or chat rooms or through the use of "bots". Traffic generated illegally will not be counted towards any revenue generated by you.

2.5.5 If we determine that you are engaging in illegal or fraudulent activities, such as spamming or artificially inflating commissions, or if you present your site in a way that could confuse customers about the relationship between you and us, we reserve the right to immediately terminate this Agreement. You shall not make any claims, representations, or warranties in connection with The Company and you shall have no authority to and shall not bind The Company to any obligations

2.6. Unsuitable websites

2.6.1 You will not use any Affiliate Links or otherwise place any digital advertisements whatsoever featuring our Intellectual Property on any unsuitable websites (whether owned by a third party or otherwise).

2.6.2 Unsuitable websites include, but are not limited to, websites that are aimed at children, display illegal pornography or other illegal sexual acts, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, promote illegal activities or in any way violate the intellectual property rights of any third party or of the Company, or breach any relevant advertising regulations or codes of practice in any territory where such Affiliate Links or digital advertisements may be featured.

2.7. Affiliate Links

2.7.1 The Affiliate Links shall be displayed at least as prominently as any other sales link on the Affiliate Website.

2.7.2 You will only use Affiliate Links provided by the Company within the scope of the Affiliate Program. Masking your Affiliate Links (for example hiding the source of the traffic sent to Company's Websites) is also prohibited.

2.8. Email and SMS marketing

2.8.1 If sending any emails or SMS communications to individuals which (i) include any of Company's Intellectual Property Rights; or (ii) otherwise intend to promote Company Websites, you must first obtain our permission to send such emails.

2.8.2 If such permission is granted by the Company, you must then ensure you have each recipient's explicit consent to receive marketing communications in the form of communication to be sent (i.e. by SMS or email) and that such individuals have not opted out of receiving such communication. You must also make it clear to the recipient that all marketing communications are sent from you and are not from our Company.

2.9. Use of Company Intellectual Property Rights

2.9.1 Any use of Company's Intellectual Property Rights must be in accordance with any brand guidelines issued to you from time to time and are always subject to the approval required in clause below.

2.9.2 You will not register domain names, as well as search terms or other identifiers for use in any search engine, portal, app store, sponsored advertising service or other referral service which are identical to any of the Company's trademarks or otherwise include the Company trademarks.

2.10. Approved creative

2.10.1 You will not use any advertising layout or creative (including banners, images, logos) incorporating our Intellectual Property Rights unless the advertising layout or creative was provided to you by the Company or (if advertising layouts are created by you) without the advance written approval of Company. You will not modify the appearance of any advertising that has been provided to you or for which approval was granted.

2.10.2 It is Your responsibility to seek approval from Company in time for launch of any advertising campaign or creative, to ensure you have written approval from the Company in relation to advertising, and to be able to evidence such approval upon request.

2.11. Loyalty Programs

2.11.1 You will not offer any cash-back / value-back or similar programs, other than such programs as are offered on the Company Websites.

2.12. Responsible Gaming

2.12.1 The Company has ongoing commitment to responsible gaming and prevention of gambling addiction. You agree to actively cooperate with the Company to convey a responsible gaming message. Specifically, you will not use any material or in any way target persons who are under 18 or the legal gambling age in their jurisdiction.

2.13. Cost and expense

2.13.1 You shall be solely responsible for all risk, costs and expenses incurred by you in meeting your obligations under the Affiliate Agreement.

2.14. Company monitoring of Affiliate activity

2.14.1 You will immediately give Company all such assistance as is required and provide us with all such information as is requested by Company to monitor your activity under the Affiliate Program.

2.15. Commissions paid incorrectly

2.15.1 The Affiliate agrees to immediately upon request by Company, return all Commissions received based on New Customers referred to Company in breach of the Affiliate Agreement or relating to fraudulent or falsified transactions.

3. AFFILIATE RIGHTS

3.1. Right to direct New Customers

3.1.1 We grant you the non-exclusive, non-assignable, right, during the term of this Affiliate Agreement, to direct New Customers to such Company Websites as we have agreed with you in strict accordance with the terms of the Affiliate Agreement. You shall have no claim to Commission or other compensation on business secured by persons or entities other than you.

.

3.2. Players' Personal Data

3.2.1 For the services delivered under this Agreement, it is understood that the Affiliate shall not have access to any Personal Data of Company's customers.

4. COMPANY OBLIGATIONS

4.1. We shall use our best efforts to provide you with all materials and information required for necessary implementation of the Affiliate Links.

4.2. At our sole discretion, we will register any New Customers directed to the Company Websites by You and we will track their transactions. We reserve the right to refuse New Customers (or to close their accounts) if necessary to comply with any requirements we may periodically establish.

4.3. We shall make available monitoring tools which enable you to monitor your Affiliate Account and the level of your Commission and the payment thereof.

4.4. Subject to your strict adherence to the Affiliate Agreement, we shall pay you the Commission in accordance with **Clause 6**.

5. COMPANY RIGHTS AND REMEDIES

5.1.1 In the case of your breach (or, where relevant, suspected breach) of this Agreement or your negligence in performance under the Affiliate Program, or failure to meet your obligations hereunder, the Company shall have the following remedies available:

a) the right to suspend your participation in the Affiliate Program for the period required to investigate any activities that may be in breach of the Affiliate Agreement. During such periods of suspension payment of Commissions will also be suspended.

b) the right to withhold any Commission or any other payment to the Affiliate arising from or relating to any specific campaign, traffic, content or activity conducted or created by the Affiliate which is in breach of the Affiliate's obligations under the Affiliate Agreement.

c) the right to withhold from the Commission monies which Company deems reasonable to cover any indemnity given by the Affiliate hereunder or to cover any liability of Company which arises because of the Affiliate's breach of the Affiliate Agreement.

d) Immediately terminate the Affiliate Agreement.

e) the right to withhold monies held in the Affiliate Wallet if they are not withdrawn within a period of 3 (three) months from the date of the termination of the Affiliate Agreement in accordance with clause 9.1.

Our rights and remedies detailed above shall not be mutually exclusive.

6. COMMISSION AND PAYMENT

6.1. Subject to your adherence to the provisions of the Affiliate Agreement, you will earn Commission in accordance with the Commission Structure or as agreed with the Company. We retain the right to change the Commission percentage and method of calculation of Commission in accordance with this clause.

6.2. The commission is calculated at the end of each month and payments shall be made on a monthly basis upon the provided invoices in arrears.

6.3. Affiliates are expected to provide and submit the invoices based on their earned commission on a monthly basis. Affiliates can secure their timely commission payouts by invoicing their commissions before 15th of each month for the last qualifying period.

6.4. A minimum threshold of EUR 100 (hundred euro) or BTC equivalent and limited to EUR 10,000 (ten thousand euro) or BTC equivalent may be transferred to an Affiliate crypto wallet at one time upon a previously provided invoice.

6.5. A minimum commission threshold of EUR 100 is available for Bank Wire transfers upon a previously provided invoice.

6.6. If an error is made in the calculation of the Commission, the Company has the right to correct such calculation at any time and will immediately pay out underpayment or reclaim overpayment made to the Affiliate.

6.7. In case any of our available cryptocurrencies' exchange rate drop exceeds 50 percent during the last month, we reserve the right to recalculate the final Affiliate Commission on MyAffiliates, based on the running cryptocurrency's exchange rate.

6.8. Players who set a cool-off, self-excluded or disabled their accounts the same qualifying month, should be deemed to be non-qualified players (later as NQP)

6.9. The Affiliate's acceptance of a Commission payment shall constitute the full and final settlement of the balance due for the relevant period. In case the Affiliate disagrees with the balance due as reported, he or she shall notify the Company within fourteen (14) calendar days and clearly state reasons for the disagreement. Failure to notify the Company within this time limit shall be considered as an irrevocable acknowledgment of the balance due for the relevant period.

6.10. The Affiliate shall have the sole responsibility to pay all taxes, levies, charges and any other money payable or due to any tax authority, department or other competent entity because of the compensation generated under the Affiliate Agreement.

7. HIGH-ROLLER POLICY

Under the Affiliate Program, the following High Roller Policy shall apply:

7.1 If an Active Customer, deemed to be a "High Roller" at the sole discretion of Luckiest Partners Affiliate Program, generates negative commissionable revenue in a given month, such negative revenue will be carried forward and offset against future commissionable revenue generated by the same High Roller until the negative balance is cleared.

8. CONFIDENTIAL INFORMATION

8.1 During the term of the Affiliate Agreement, you may from time to time be entrusted with confidential information relating to our business, operations, or underlying technology and/or the Affiliate Program (including, for example, the Commissions earned by you under the Affiliate Program).

8.2 You agree to avoid disclosure or unauthorised use of any such confidential information to third persons or outside parties unless you have our prior written consent. You also agree that you will use the confidential information only for the purposes of the Affiliate Agreement. Your obligations regarding this clause survive the termination of this Agreement.

8.3 In addition, you must not issue any press release or similar communication to the public with respect to your participation in the Affiliate Program without the prior written consent of the Company (with approval of the exact content to also be approved by Company).

9. TERM AND TERMINATION

9.1.1 The term of the Affiliate Agreement will begin when you are approved as an Affiliate and will be continuous unless and until either Party notifies the other in writing that it wishes to terminate the Agreement. In this case the Agreement will be terminated 30 days after such notice is given. For purposes of notification of termination, delivery via e-mail is considered a written and immediate form of notification.

9.1.2 For the avoidance of doubt, Company may also terminate (in accordance with Clause 5 above) upon twenty-four (24) hour notice at any time for the Affiliates failure to meet their obligations under the Agreement or otherwise for the Affiliate's negligence.

9.1.3 In the event of termination of this Agreement for any reason, you will return to The Company 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.

10. Indemnity, Disclaimers and Limitation of Liability

10.1 Indemnity

Without prejudice to Our rights., You shall defend, indemnify, and hold The Company 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:

-All Claims, damages, and expenses (including but not limited to, attorneys' fees relating to the development, operation, maintenance, and contents of Your Site)

– 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 unauthorized use of Our banners, copies and link or this Affiliate Programme

10.1.1 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, The Company 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 The Company or the Brand/s including loss of profits, revenue, business, contracts, anticipated savings.

10.4 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.

10.5 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.

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

11. Governing Law

11.1 This Agreement shall be governed by, and construed in accordance with, the laws of Curaçao. The Parties agree that any disputes arising out of or in connection with this Agreement, including its validity, interpretation, execution, or termination, shall be resolved in accordance with the applicable gambling laws and regulations of Curaçao. The Parties hereby submit to the exclusive jurisdiction of the competent courts of Curaçao.

12. Modification of Terms & Conditions

12.1 We may modify any of the terms and conditions contained in the Affiliate Agreement or replace it at any time and in our sole discretion by posting a change notice or a new agreement on our site. Modifications may include, for example, changes in the scope of available Commissions and Affiliate Program rules.

12.2 If any modification is unacceptable to you, your need to terminate the Affiliate Agreement. Your continued participation in our Affiliate Program following our posting of a change notice or new agreement will constitute binding acceptance of the modification or of the new agreement.