

## CONTIKI AUSTRALIA/NEW ZEALAND 'REP PROGRAM' TERMS & CONDITIONS

These terms and conditions ("Agreement") contains the terms and conditions between, Contiki Holidays (Aust) Pty Ltd ("Contiki") and you, regarding your application to and participation in, the Contiki Rep Program as a Rep of Contiki, and the establishment of links from your social channels, website, blog, etc. to our website, <https://www.contiki.com/en-au>.

BY SUBMITTING AN APPLICATION TO JOIN OR BY PARTICIPATING IN THE REP PROGRAM, YOU CONFIRM THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE CONTIKI TERMS AND CONDITIONS.

Please direct all questions and/or concerns to [reps@contiki.com.au](mailto:reps@contiki.com.au).

### 1. Definitions

"Commission" - The amount you will be paid for each Qualified Purchase by a Referred Customer pursuant to the terms of this Agreement.

"Qualified Purchase" – Subject to the exceptions listed in section 5 (Commission Determination), a sale of a Contiki tour to a Referred Customer where the those booked have travelled

"Referred Customer" - Each new customer referred from a Rep through a Link that provides valid account and billing information.

"Rep" - The individual or entity applying to or participating in the Rep Program, or that displays Contiki's products and services and/or promotions on their social channels, website, or other means, using a Rep tracking link in exchange for receiving a commission from Contiki for sales directly resulting from such display. Also referred to as "you" or "your" in this Agreement.

"Rep Console" - The third party console is part of the "Rep Platform" and is used by Reps to track commissions, view reports, and update contact information and payment preferences.

"Rep Network" - The Rep's channels which showcase Contiki Products and Services (social channels, blog, website, etc.).

"Rep Platform" - A third party platform, Commission Factory, used by Contiki to track Rep performance, including specific referrals and commissions earned through the Rep Program.

"Rep Program" - The Rep Program is a brand ambassador program that involves recruiting enthusiastic Contiki fans to actively promote Contiki.

### 2. Enrolment in the Rep Program

(a) To begin the enrolment process, you must submit a completed Rep Program application form. The application form can be found

at: <https://dashboard.commissionfactory.com/Affiliate/Register/43520/>

- (b) We will evaluate your application and will notify you of your acceptance or rejection in a timely manner. Your application will be rejected if you are not within the 18-35 age range or not residing in either Australia or New Zealand. Your application may be rejected if we determine (in our sole discretion) that your promotional material or method is not suitable for the Rep Program for any reason, including, but not limited to, its inclusion of content that is unlawful, as determined in our sole discretion.
- (c) Contiki, in its sole discretion, reserves the right to reject or remove any prospective Rep from the Rep Program at any time, with notice.

### **3. Promotion of Our Rep Relationship**

- (a) Use of Links. If you qualify and agree to participate as a Rep, we will make a personalised link for you. All materials, including without limitation, ad copy and promotions on your Rep Network must accurately represent active and valid promotions and you must immediately remove any inactive or expired promotions. For example, you may not display an ad on your social, website, etc. for a promotion that has expired. We continue to monitor all paid search landscapes. If you are in violation of this section your participation in the Rep Program may be immediately terminated by Contiki.
- (b) Discounts and Coupons. Reps may only use active coupons and discounts that are provided exclusively through the Rep Program. Each Link connecting users of your Rep Network to the pertinent area of the Contiki website will in no way alter the look, feel, or functionality of the Contiki website. Any violations of the terms surrounding links or discounts shall constitute a material breach of this Agreement and may result in your termination from the Rep Program or the withholding of Commissions by Contiki.

### **4. Commission & Discounted/Free Travel Tiers**

- (a) The commission and discounted/free travel tiers are (subject to the limitations and restrictions in section 4(b) below) as follows:

**Tier 3:** 1-10 Qualified Purchases in a calendar year. Earn 5% commission per Qualified Purchase. Maintain at least 1 Qualified Purchase per calendar year to remain in the program. 0% discount on Contiki trips.

**Tier 2:** 11-20 Qualified Purchases in a calendar year. Earn 7.5% commission per Qualified Purchase. Maintain at least 11 Qualified Purchases per calendar year to remain in this tier. 25% discount on Contiki trips for Rep and one companion.

**Tier 1:** 21+ Qualified Purchases in a calendar year. Earn 10% commission per Qualified Purchase. Maintain at least 21 Qualified Purchases per calendar year to remain in this tier. 50% discount for Rep, 25% discount for one companion.

**First Free Trip:** 31-50 Qualified Purchases in a calendar year. One free trip for Rep only.

**Second Free Trip:** 51+ Qualified Purchases in a calendar year. Second free trip for Rep only.

(b) the limitations and restrictions to the Commission and discounted/free travel are:

- (i) All commissions are inclusive of all taxes and charges in the relevant Country, if any (including but not limited to Goods and Services Tax).
- (ii) No Commission is payable in respect of some Contiki products including but not limited to airfares, pre/post nights, transfer and other miscellaneous products.
- (iii) Commissions are based on the commission tier you are in at the time the Commission accrues. If you move up a tier during a calendar year, the Commissions accrued for Qualified Purchases prior to your change in tier will remain at the percentage in the previous commission tier.
- (iv) discounts for Reps and companion are not valid on special departures and not combinable with past passenger or group discounts. Discounts for Reps and companion are based on the tier the Rep is in at the time of making the booking.
- (v) the free trip is up to \$4,000AUD in trip cost and not valid on special departures. Trip must be completed within 1 year of reaching eligibility and must be booked at least 45 days prior to the departure date.

## **5. Commission Determination, Qualified Purchases and Restrictions**

(a) Subject to the terms of this Agreement and the terms of any applicable Rep Platform agreement, the Commission will be calculated based on the commission rates stated under section 4 (Commission & Discounted/Free Travel Tiers) for each Qualified Purchase (as defined in this Agreement) subject to the commission accruing.

(b) A “Qualified Purchase” DOES NOT include any of the following:

- (i) A purchase by a Referred Customer that has transferred from any Contiki partner or entity that owns, is owned by, or is under common ownership with Contiki.
- (ii) A purchase by a Referred Customer who is also associated with any Contiki reseller, referral, or other program.
- (iii) A purchase by a Referred Customer that is not up to date on its payments or is subject to a refund, referral, or other program.
- (iv) A purchase that was completed prior to the Rep joining the Rep Program or not tracked properly through a Rep Link.

- (v) A purchase by a Referred Customer that has not been in good standing for a period of at least thirty (30) days or is in violation of Contiki's Booking Terms and Conditions or other applicable policies at the time the Commissions accrue.
  - (vi) A purchase that Contiki suspects, in its sole discretion, is the result of fraud, which shall include but is not limited to, the use of software that generates real and fictitious information, multiple accounts from the same customer, or the referral of accounts that do not comply with this Agreement.
  - (vii) A purchase referred by a Rep that has an excessive cancellation rate as determined in Contiki's sole discretion.
  - (viii) A purchase by a Referred Customer if the Rep or Referred Customer is in or is promoting a business opportunity program, as determined in Contiki's sole discretion.
  - (x) A purchase by a Referred Customer who, after using a Rep's Link, subsequently but prior to such purchase, uses another Rep's Link. For the sake of clarity, the Qualified Purchase is attributable to the Rep whose Link was last used prior to the purchase by the Referred Customer.
- (c) Contiki reserves the right to withhold payment of Commissions to Reps who have referrals that are potentially the result of fraud as determined by Contiki in its sole discretion, and to determine the cancellation rates of Referred Customers.
- (d) Contiki reserves the right to suspend the payment of Commissions at any time and indefinitely, if it suspects fraud or other improper activity or a potential breach of any of the terms of this Agreement by the Rep or a Referred Customer. Contiki reserves the right to deduct from Rep's current and future Commissions all Commissions corresponding to any fraudulent, questionable, and cancelled purchases. If no subsequent Commissions are due and owing, Contiki may send the Rep a bill for the balance of such refunded purchase upon termination of Rep's participation in the Rep Program or cancellation of the Referred Customer's booking.
- (e) Contiki reserves the right to immediately cancel or withhold for later review any Commissions that fail to meet the criteria of a "Qualified Purchase."
- (f) Reps may monitor the status of its commission via the Rep Console, however Contiki is not obliged to actively notify Reps of the status of Commissions. If a Rep has a question about a Commission that has been cancelled or withheld, the Rep has Six (6) months from the day the payment would have been due to contact Contiki to request that the Commission be paid. Subject to this Agreement, any changes to decisions about cancelled or withheld Commissions are strictly made in Contiki's sole discretion.
- (g) If the Referred Customers that are referred to Contiki by a Rep are determined to have an excessive cancellation rate, as determined by Contiki in its sole discretion, Contiki reserves the right to withhold or decline pending and future Commissions to such Rep.

(h) Any attempt by a Rep to manipulate, falsify or inflate Referred Customers, Qualified Purchases, or Commissions to intentionally defraud Contiki or any violation of the terms of this Agreement by the Rep constitutes immediate grounds for Contiki to terminate the Rep's participation in the Rep Program and will result in the forfeiture of any Commissions due to the Rep.

(i) You may log into your Rep Console to review your click through and potential Qualified Purchases statistics daily. The potential Qualified Purchases shown in this report have not been reviewed to confirm they meet all criteria for Qualified Purchases. As such, Commissions may not be issued for all Referred Customers that appear in the Rep Console.

(j) Paid Search Policy. You are required to comply with the following rules when bidding on keywords on any paid search engines or social media site, including without limitation, Google, Yahoo/Bing, Twitter, and Facebook:

(i) You are prohibited from bidding on any Contiki trademarks, or any variations and misspellings thereof without Contiki's prior written approval. Examples of prohibited keywords are "Contiki," "Contiki.com," "www.Contiki.com," "Contiki Reviews."

(ii) You are prohibited from bidding on keywords containing Contiki trademarks plus an additional term such as [Contiki coupons], [Contiki promotions], and [Contiki promos]. Further, Reps are NOT permitted to broad or phrase match any of these keywords.

(iii) You are prohibited from outranking Contiki's internal paid search ad on any keywords.

(iv) You are prohibited from direct linking to Contiki.com from any paid search ads.

(v) You are prohibited from using Contiki.com as a display URL.

## **6. Commission Payments**

(a) Commission for a Qualified Purchase will be paid via the rep platform, and the cadence indicated via the platform. Contiki is not liable or responsible for any incorrect information you provide in the Rep Platform or Rep Console.

(b) Contiki will only pay you a Commission for Qualified Purchases made in accordance with the terms of this Agreement.

(c) Commissions shall be paid based on the current information in your Rep Console. You are required to notify the Rep Platform promptly of any change in your address by updating your profile information in the Rep Console. You are responsible for informing the Rep Platform of your desired payment form/type and you are liable for all fees relating to your payment form/type. You can update or change your desired payment method at any time by updating your Rep profile located in the Rep Console. Please see the applicable platform's policies for details on the effect of any changes.

- (d) You may view the currently available payment methods by logging into your Rep Console for the applicable Rep Platform.
- (e) Contiki and the Rep Platform, in their sole discretion, reserve the right to modify the available commission payment methods or payment schedule at any time. Such changes shall take effect when posted.
- (f) Disputes: A Rep has access to Contiki's real-time Rep Program statistics and agrees to file any disputes identifiable on the Rep Platform within six (6) months after the end of the month in which the sale or event that is disputed occurred. Disputes identifiable on the Rep Platform filed after such period will not be accepted by Contiki and the Rep forfeits forever any rights to a potential claim.
- (g) Commissions will accrue and only become payable once you provide all relevant tax and address documentation. It is solely your responsibility to provide the Rep Platform with accurate tax and payment information that is necessary to issue Commissions to you. If the Rep Platform does not receive the necessary tax or payment information from you, any Commission will not be paid until such information is provided.
- (h) Each Rep is required to submit a W8/W9 tax form to the Rep Platform before any Commissions shall accrue. You are responsible for the payment of all taxes related to the Commissions you receive under this Agreement.
- (i) Contiki is not responsible for paying any third-party fees (including but not limited to any bank fees or fees charged by PayPal) for you to receive Commissions.
- (j) If any tax is payable in relation to the Commission (such as Goods and Services Tax), you must, before Contiki pays such taxes to you, provide Contiki with all such information Contiki requires in relation to such taxes, including but not limited to your tax registration details in Australia (i.e. Australian Business Number) or New Zealand.
- (k) You agree in relation to any taxes payable in relation to the Commission (including Goods and Services Tax), Contiki is authorised to create a recipient/buyer created tax invoice as required under the relevant taxation laws in Australia or New Zealand.

## **7. Term and Termination**

- (a) The terms of this Agreement are effective upon your submission of an application to the Rep Program and this Agreement shall remain in effect until either party terminates your participation in the Rep Program (the "Term"). All terms and conditions which usually continue after the termination of this Agreement will continue including but not limited to section 14 (Intellectual Property Licences and Rights).
- (b) Your participation in the Rep Program may be terminated at any time by either party, with or without notice or cause.

(c) You are only eligible to earn Commissions on Qualified Purchases occurring during the Term. Commissions earned prior to the date of termination will be eligible for Commissions only if the orders for the related Contiki Products and Services are not cancelled within (30) days of you ceasing your participation in the Rep Program and comply with all the terms of this Agreement. We may withhold your final payment of Commissions for a reasonable time to ensure that all Qualified Purchases are valid and payment from Referred Customers are legitimate as determined by Contiki in its sole discretion.

(d) Any Rep who violates this Agreement, the Rep Platform's Terms of Service, Contiki's privacy policy or any applicable law or regulation will immediately forfeit any right to all accrued, but not yet received, Commissions and all Commissions which have not yet accrued and the Rep will be immediately removed from the Rep Program.

(e) Contiki reserves the right to end the Rep Program, remove a Rep from the Rep Program, and to terminate or suspend this Agreement, at any time for any reason, in Contiki's sole discretion.

## **8. Legal Compliance**

(a) It is the intent of Contiki to treat all our customers fairly. Accordingly, all Contiki Reps must comply with applicable laws, regulations, and guidelines concerning advertising and marketing, including without limitation:

(i) in Australia, the Competition and Consumer Act 2010, the Australian Consumer Law (ACL), the Australian Association of National Advertisers Code of Ethics and Australian Influencer Marketing Council Influencer Marketing Code of Practice;

(ii) in New Zealand, the Fair Trading Act 1986 and the Advertising Standards Code issued by the Advertising Standards Authority,

which require, amongst other things, that material connections between advertisers and endorsers be disclosed. This means that all Rep Networks (e.g., social channels, review/rating websites, blogs, and other websites) and any email or collateral that provide an endorsement or assessment of Contiki's Products and Services must prominently disclose the fact that you receive compensation for Referred Customers.

(b) Contiki reserves the right to withhold Commissions and cancel your participation in the Rep Program should we determine, in our sole discretion, that you are not in compliance with the laws, acts, regulations or guidelines referred to in section 8(a) or that we consider relevant.

## **9. Data Security**

In addition to the obligations set forth in Section 8 (Legal Compliance), the Rep must comply with all applicable data protection laws regarding the transmission of data exported to or from Australia or the country in which Rep resides, including without limitation, the Privacy Act 1988 Commonwealth Australia, the

Spam Act 2003 Commonwealth Australia, the Privacy Act 2020, New Zealand, the General Data Protection Regulation 2016/679 of European Parliament and of the Council of 27 April 2016 (the “GDPR”). A Rep, as a controller under the GDPR, shall also implement appropriate technical measures to ensure a level of security appropriate to the risk, considering the nature, scope, context, and purpose of processing any personal data.

## **10. Obligations Regarding Your Rep Network**

You are solely responsible for the development, operation, and maintenance of your Rep Network and for all materials that appear on your Rep Network. Such responsibilities include, but are not limited to, the accuracy of materials posted on your Rep Network (including, but not limited to, all materials related to Contiki Products and Services); ensuring that materials posted on your Rep Network do not violate or infringe upon the rights of any third party, are not libelous or otherwise illegal or damage the Goodwill of Contiki.

## **11. Contiki Responsibilities**

Contiki will be solely responsible for order processing (including payment processing, cancellations, and refunds) for orders for Contiki Products and Services placed by a Referred Customer, for tracking the volume and number of Qualified Purchases generated by your link, for providing information to Reps regarding Qualified Purchase statistics, and for providing Referred Customers with the services purchased.

## **12. Customers and Policies**

Referred Customers who buy Contiki Products and Services through your Rep Network are deemed to be Contiki customers. Contiki’s Booking Terms and Conditions, rules, policies, and operating procedures will apply to such customers. We may change our policies, pricing, and operating procedures at any time. For example, Contiki determines the prices to be charged for Contiki Products and Services sold through your Rep Network in accordance with our own pricing policies.

## **13. Pricing**

You must not include price information in your product descriptions or in promoting Contiki products or services. Prices and availability of Contiki Products and Services may vary from time to time, and from region to region. We will use commercially reasonable efforts to present accurate information on our website, but we cannot guarantee the availability or price of any Contiki Product or Service.

## **14. Intellectual Property Licenses and Rights**



(a) Subject to the limitations set forth in this Agreement, we grant you a non-exclusive, non-transferable, non-assignable, revocable license to (i) provide access to Contiki's website through the Links solely in accordance with the terms of this Agreement; and (ii) use Contiki's Intellectual Property ("IP") for the sole purpose of promoting Contiki's Products and Services on your Rep Network. You may not alter, modify, or change Contiki's IP in any way or use Contiki's IP in any manner that is disparaging or that otherwise portrays Contiki, any Contiki employee, representative or customer in a negative light. You are only entitled to use Contiki's IP in compliance with the terms of this Agreement. Your license to use Contiki's IP shall immediately terminate upon the termination of your participation in the Rep Program for any reason. We reserve all our rights in Contiki's IP and your license to use Contiki's IP is limited to the manner described herein. Contiki may review the Rep Network to ensure compliance with this Agreement at any time.

(b) You hereby grant us a perpetual worldwide, irrevocable, exclusive, royalty free license to use, display, reproduce, modify, publish and distribute the videos, your posts, photos or other work you create under this Agreement for any and all purposes, including, but not limited to, advertising, promoting, and distributing our products and services in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable or World Wide Web, without further limitation, restriction, compensation, notice, review or approval. We further reserve the right to refuse to accept, post, display or transmit any content in our sole discretion. Any statements, posts and/or feedback that you provide may be paraphrased, amplified, shortened and/or put into conversational form. You understand and agree that Contiki may contact (including by means of messages on public social media platforms) you about any Contiki related content.

(c) Reps acknowledge and agree that participation in the Contiki Rep Program means Contiki can use your Contiki related content and include your name/likeness/social media handle or channel/blog name and any other Contiki Rep attributes in any manner that Contiki determines supports the purposes of the Rep Program, including use in any media that accepts advertising or promotional content or communications (such as, but not limited to, digital, print, television or radio).

(d) Except as permitted herein, you shall not and are not authorised to (i) use Contiki's trademark or other intellectual property, including without limitation, the Links (collectively, "Contiki's IP") without Contiki's express prior written permission; (ii) use Contiki's name (or any variation or misspelling thereof or other terms that are confusingly similar to any of the foregoing) in a domain name, any metatags, advertising, search terms, code, or otherwise; or (iii) act in any way that causes or could cause any confusion concerning the source of, or your association with Contiki's Products and Services. Your use of Contiki's IP in

any manner, other than as expressly permitted hereunder shall constitute unlawful infringement of Contiki's intellectual property rights and may subject you to liability (including potential damages for knowing or wilful infringement), and the obligation to pay Contiki's legal fees and costs in connection with Contiki's enforcement of its rights.

(e) at the expiry or termination of this Agreement you must cease to use any of Contiki's IP.

## **15. Disclaimers**

To the extent permitted by law, we make no express or implied warranties or representations with respect to the Rep Program, or any Contiki Products and Services sold through the Rep Program (including, without limitation, WARRANTIES OF FITNESS, MERCHANTABILITY, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF THE COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE). In addition, we make no representation that the operation of our websites, the Rep Platform or the Rep Console will be uninterrupted or error free, and we will not be liable for the consequences of any interruptions or errors, including the tracking of information concerning Referred Customers during any period of interruption.

## **16. Relationship of Parties**

You and Contiki are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, across your Rep Network or otherwise, that contradicts anything in this section.

## **17. Limitation of Liability**

CONTIKI WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, OR DATA, ARISING IN CONNECTION WITH THIS AGREEMENT OR THE REP PROGRAM, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, OTHER THAN CONTIKI'S OBLIGATION TO PAY COMMISSION TO YOU, OUR AGGREGATE LIABILITY ARISING WITH RESPECT TO THIS AGREEMENT AND THE REP PROGRAM WILL NOT EXCEED THE TOTAL COMMISSIONS PAID OR PAYABLE TO YOU UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

## **18. Representations and Warranties**

You hereby represent and warrant to us as follows:

- (a) You have reviewed and understand this Agreement and agree to be bound by its terms.
- (b) You have independently evaluated the desirability of participating in the Contiki Rep Program and are not relying on any representation, guarantee, or statement other than as set forth in this Agreement.
- (c) Your acceptance of this Agreement and participation in the Rep Program will not violate (i) any provision of law, rule, or regulation to which you are subject, (ii) any order, judgment, or decree applicable to you or binding upon your assets or properties, (iii) any provision of your by-laws or certificate of incorporation, or (iv) any agreement or other instrument applicable to you or binding upon your assets or properties.
- (d) You are the sole and exclusive owner of the Rep trademarks and intellectual property and have the power to grant to Contiki the license to use such marks in the manner contemplated herein, and such grant will not (i) breach, conflict with, or constitute a default under any agreement or other instrument applicable to you or binding upon your assets or properties, or (ii) infringe upon any trademark, trade name, service mark, copyright, or other proprietary right of any third person or entity.
- (e) You are not required to obtain consent, approval, or authorisation of, or exemption by, or filing with, any governmental authority or any third party in connection with your entrance into this Agreement.
- (f) There is no pending or threatened claim, action, or proceeding against you, or any Rep of yours with respect to the Rep Trademarks, and, to the best of your knowledge, there is no basis for any such claim, action, or proceeding.
- (g) During the Term, you will not include in your Rep Network content that is, in our opinion, unlawful, harmful, threatening, defamatory, obscene, harassing, racially, ethically, or otherwise objectionable or in violation of the Rep Platform's Terms of Service or Contiki's privacy policy.
- (h) Each Referred Customer is valid, genuine, and unique and will meet the criteria of a Qualified Purchase for generating a Commission as provided in this Agreement.

## **19. Indemnification**

You hereby agree to indemnify and hold harmless Contiki and its subsidiaries and Reps, and their directors, officers, employees, agents, shareholders, partners, members, and other owners, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including reasonable solicitors' fees) (any or all of the foregoing hereinafter referred to as "Losses") insofar as such Losses (or actions in respect thereof) arise out of or are based on (i) any claim that our use of the Rep Trademarks infringes on any trademark, trade name, service mark, copyright, license, intellectual property, or other proprietary right of any third party, (ii) any misrepresentation

of a representation or warranty or breach of a covenant and agreement made by you herein, or (iii) any claim related to your Rep Network, including, without limitation, its development, operation, maintenance and content therein not attributable to us.

## **20. Confidentiality**

Each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, Contiki customer and vendor lists, or pricing and sales information (including without limitation commission rates), shall remain strictly confidential and shall not be utilised for any purpose outside the terms of this Agreement except and solely to the extent that any such information is (a) already lawfully known to or independently developed by the receiving party, (b) disclosed in published materials, (c) generally known to the public, or (d) lawfully obtained from any third party not under any obligation of confidentiality to the discloser hereunder. Notwithstanding the foregoing, each party is hereby authorised to deliver a copy of any such information (a) pursuant to a valid subpoena or order issued by a court or administrative agency of competent jurisdiction, (b) to its accountants, attorneys, or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation, or legal process including, without limitation. You understand that we may at any time (directly or indirectly) solicit Contiki relationships on terms that may differ from those contained in this Agreement. We may also solicit relationships with entities that operate websites that are like or compete with your Rep Network.

## **21. Miscellaneous**

(a) Governing Law. The laws of the state of New South Wales will govern this Agreement. The courts of New South Wales shall have non-exclusive jurisdiction to decide any matter arising out of the Agreement and you irrevocably consent to the jurisdiction of such court.

(b) Disputes. By participating in this Rep Program, you agree that for any disputes or claims that arise against Contiki or its subsidiaries in conjunction with this Rep Program you will raise and discuss the dispute or claim with an appropriate person within Contiki and failing agreement within 30 days, the dispute or claim will be determined by binding arbitration. An arbitration firm agreed by the parties (or failing agreement within 14 days an arbitrator nominated by the Australian Disputes Centre) will be the sole and final arbitrator for all disputes or claims related or resulting from participation in this Rep Program. All decisions of the arbitrator are final. You and us are each responsible for 50% of the arbitration costs, unless otherwise determined by the arbitrator.

(c) Assignment. You may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this

Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns.

(d) Waiver. Our failure to enforce your strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement.

## **22. Order Processing**

Contiki will process orders placed by Referred Customers who follow the Links from a Rep Network to Contiki. We reserve the right, in our sole discretion, to reject orders that do not comply with certain requirements that we may establish from time to time. All aspects of order processing and fulfillment, including Contiki's services, cancellation, processing, refunds, and payment processing will be our responsibility.

We will track the Qualified Purchases generated by your Rep Network and will make this information available to you through the applicable Rep Platform. To permit accurate tracking, reporting, and commission accrual, you must ensure that the Links between your website and our website are properly formatted.

You agree that if a Referred Customer makes a Contiki booking using more than one Rep Link, the Qualified Purchase will be attributed to the Rep whose Link was last used prior to the booking and you release us from any claim you may have in relation to this Qualified Purchase.

## **23. Consequences of Force Majeure Event**

If either party is materially hampered from performing hereunder by reason of any law, natural disaster, labour controversy, war, or similar event beyond its reasonable control ("Force Majeure"), failure to perform shall not be deemed a breach of or default under this Agreement, and neither party shall be liable to the other.

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