whose registered address is Level 3, Tagliaferro Business Center, Gaiety Lane, Sliema, SLM 1551, Malta, and whose

means all advertising and promotional content relating to the Betclic Web Site, including banners, images,

means the account created on the Platform and approved by Equinox, allowing the Affiliate to access the

means the web site or set of digital channels controlled by the Affiliate, including websites, blogs, social

me or identification of the Affiliate Web Site in the registration form (see Article 3 “Procedure for affiliation

means the monetary amount due to the Affiliate under the terms of Article 8 below or under any special terms

means (i) the registration form completed by the Affiliate in accordance with Article 3 below, (ii) these Affiliation T&Cs accepted by the Affiliate, and (iii) any special terms and conditions negotiated between the Parties and set out in an insert

means a person who does not hold any existing account on the Betclic Web Site, who has not had an active account with Betclic within the last five (5) years, who registers through authorised Advertising Material originating from the Affil has completed 100% verification of their identity documents, and who has not used any referral code

This Contract governs the Affiliate’s participation in the Affiliation Programme and allows the Affiliate to promote the exclusive basis, subject to full compliance with all obligations set out herein. Equinox retains, at all

The Affiliate shall refer potential New Clients to the Betclic Web Site exclusively through the Advertising Material provided by Equinox, the Group or any company within the Group. The Affiliate shall only be entitled to receive Commission

For the purposes of the preceding paragraph, all Advertising Material made available to the Affiliate shall be configured with tracking mechanisms implemented by Equinox, allowing the identification of the origin of referred users and the calculat e applicable Commission. Equinox shall have exclusive authority to verify, validate or exclude New Clients attributed to

Equinox may, at any time and at its sole discretion, suspend, limit or reactivate the Affiliate's ability to promote the Web Site, use Advertising Material or receive New Clients, with immediate effect following notification by e through the Platform. Such suspension or limitation shall not entitle the Affiliate to any compensation, indemnity or continu previously applicable commission plan. Reactivation, where and if applicable, shall occur under conditions determined

---

Any person wishing to become an Affiliate must follow the procedure below, which does not, in itself, guarantee acceptance

- whether the Affiliate acts in a consumer capacity, where the Affiliate Web Site is not operated within a commercial
-
-
-

Equinox may request any additional information it considers necessary for verification, legal compliance or risk assessment

The Parties may negotiate and agree on special terms and conditions. If so, such terms shall be formalised

Acceptance criteria for the Affiliate Web Site include, inter alia, verification that the Affiliate Web Site:

Affiliates whose request is approved will be allocated an Affiliate Account, allowing them access to the Platform and to the

Equinox reserves the right to refuse registration or to close any Affiliate Account at any time, in particular to with legislation applicable to online gambling and betting, and relevant statutory instruments, as well as internal procedure relating to fraud prevention, risk assessment, reputation or regulatory compliance. Such refusal or closure do

---

Unless otherwise expressly agreed between the Parties, the Affiliate may only hold one single Affiliate Account.

The Affiliate undertakes to promote the Betclic Web Site by installing and maintaining hyperlinks on the Affiliate Web Site, exclusively the Advertising Material provided by Equinox, the Group or any company within the Group. Any form of advertising

The Affiliate undertakes to use only the most recent version of the Advertising Material as regularly updated by Equinox on t

The Affiliate undertakes to use the Advertising Material solely on the Affiliate Web Site approved by Equinox.

newsletters or other digital channels outside the Affiliate Web Site requires Equinox's prior express approval

encourage fraudulent, abusive or illegal practices or any activity contrary to the rules of the Betclic Web Site.

In the event of any suspicion of fraud or actual fraudulent conduct, whether direct or indirect, Equinox may, at its sole dis

-
-
-
-

The Affiliate undertakes not to apply for affiliation on behalf of any third party. The Affiliate Account is strictly persona

The Affiliate undertakes not to engage in any sponsorship activity via its personal Betclic player account, where

The Affiliate undertakes not to promote the Betclic Web Site via hidden browser windows, pop redirections, deceptive mechanisms, or any method that does not ensure transparency for the user. No New Client recruited

shall not be dedicated to activities primarily involving minors, nor directed primarily at minors under 18

The Affiliate shall provide Equinox, upon request, with all identity and verification documents relating to the Affiliate (natural or legal person), at any time, for the purpose of conducting checks on the Affiliate Web Site and/or the Affiliate. ments may include, in particular, bank statements, corporate identification documents, ID cards, or proof of address including, in particular, a VAT registration certificate (or, in case of a natural person who is not VAT registered, equivale documentation evidencing the tax identification number and, where applicable, the corresponding VAT taxable person status)

shall notify Equinox of any change thereto without undue delay. Without prejudice to Article 4.8, whenever Equinox specifical

Affiliate shall provide the requested information and documentation within thirty (30) days of receipt of such request

---

The Affiliate must recruit, for the purpose of qualifying for the payment of Commissions under Article 8 or any special condi set out in an addendum, a minimum of five (5) New Clients per calendar month. To be considered eligible New Clients, such ividuals must become Active Bettors after the date on which Equinox approves the Affiliate's registration, pursuant to Articl

If the Affiliate fails to meet this minimum threshold for a consecutive period of three (3) months, Equinox may terminate the

y also suspend, during that period, the Affiliate's promotional activity and/or the allocation of new materials or campaigns.

The determination of the eligibility of New Clients and of their conversion into Active Bettors shall be made exclusively by Equinox, which may exclude clients who are suspicious, duplicated, fraudulent or obtained through

---

Should the Affiliate wish to modify the theme, content, name, presentation, structure, associated digital channels or any other relevant element of the Affiliate Web Site, it shall notify Equinox in advance by sending an e

Depending on the changes made, Equinox may, within thirty (30) days following receipt of the notification, terminate this Contract should the updated Affiliate Web Site no longer comply with the applicable affiliation criteria, including those set rticle 3. Equinox may also immediately suspend the Affiliate's promotional activity pending completion of its assessment. The Affiliate is solely and fully responsible for the development, operation, maintenance, security and content of the

The Affiliate undertakes not to publish on the Affiliate Web Site any content that violates legal, regulatory, ethical or pub

- content of violent or pornographic nature, harmful to people, violating human dignity, belittling equality between men
-
- content inciting violence, the consumption of prohibited substances, suicide, discrimination and/or racial hatred;

-
-
-
-
- content that infringes intellectual property rights in any way, and in particular copyright, related rights, trademark
-
-

-
-
-
-

The Affiliate shall be solely and exclusively liable for the Affiliate Web Site and all content made available through it. Th shall hold harmless and indemnify Equinox, the Group and any company belonging to the Group against any claims, challen actions, losses, fines, costs or expenses (including reasonable legal fees) arising directly or indirectly from the Affiliate of this Article. This obligation covers all direct or indirect damages suffered by Equinox, the Betclic

Affiliate communications must not exploit consumers' credulity, trust, inexperience or vulnerability and must always

Exploit false beliefs regarding chances of winning or imply that winning is definitely or almost definitely possible

Suggest that repetition or increased frequency of gambling guarantees improved chances of winning

Suggest that skill, experience or knowledge eliminates chance or uncertainty in gambling outcomes

Discredit or disparage those who do not gamble or, conversely, attribute superiority, status or prestige to those who do

Target minors under 18 or use visual, sound, thematic or linguistic elements likely to be particularly appealing to minors

---

All intellectual property rights relating to the Advertising Material, trademarks, logos, domain names, designs, layouts, content, code and any other elements belonging to Equinox, the Group or any Group companies are and shall remain the y of Equinox, the Group or the relevant companies, as applicable. No rights are transferred to the Affiliate

sublicensable licence to use the Advertising Material and the "Betclic" trademark and logo exclusively for the authorised

The Affiliate shall not engage in any act that may in any way infringe these intellectual property rights. The Affiliate shal immediately notify Equinox if it becomes aware of any use of the Advertising Material, trademark or logo by third parties in

Equinox may revoke the licence at any time, with immediate effect, in the event of reputational risk, legal non

domains used by Equinox or the Group, including “Betclic”, “Betclick”, “BeAffiliates”, or any variant capable of creating (iii) any signs, expressions or distinctive elements capable of creating confusion, undue association or parasitic

The Affiliate also undertakes not to encourage, request, delegate to or finance any third party to engage in any of the above

If the Affiliate wishes to use a domain name not held by Equinox or the Group, it shall notify Equinox in advance so that Equ

The Affiliate acknowledges that registering or using domain names that infringe trademarks of competitors of Equinox or the

The Affiliate acknowledges and agrees that the mere award of damages would not constitute sufficient remedy, and to take all necessary steps to transfer to Equinox, the Group or any Group companies all rights in any domain names registere in breach of this clause, and to promptly perform all actions necessary to effect such transfer, at its own expense.

No Commission shall be due to the Affiliate in respect of traffic or New Clients generated through domain names obtained or

The Affiliate undertakes not to register, acquire, reserve or use any keyword, search term, SEM/SEO campaign,

entitles Equinox to immediately suspend the Affiliate’s activity, withhold Commissions and terminate the Contract.

including but not limited to in meta titles, meta descriptions, paid search advertisements or any equivalent format, Equinox

Equinox may also remove or deactivate the relevant promotional code from the Affiliate’s account.

The Affiliate shall be entitled to receive Commissions under a CPA (“Cost Per Acquisition”) model, calculated exclusively on basis of the number of New Clients who fully meet the criteria defined by Equinox during each calendar month.

Unless otherwise agreed in special terms and conditions formalised in an insertion order issued by Equinox, Commissions shall be awarded in accordance with the standard Commission Plan and the standard values and conditions set out below.

The validation of New Clients and the determination of their eligibility for CPA purposes shall be carried out exclusively by Equinox, which may exclude any clients who are suspicious, duplicated, fraudulent, inactive, obtained through unauthorised practices, or who may, by their nature, pose commercial, regulatory or reputational risk to Equinox.

Equinox reserves the right to amend, suspend or replace the Commission Plan at any time by sending a notice to the Affiliate mail or through the Platform. Any such changes shall apply only prospectively and shall not entitle the Affiliate to any

No Commission shall be payable where the Affiliate is in breach of the Contract, where the client fails to meet all eligibili

---

Payment of Commissions is subject to the Affiliate’s full compliance with all obligations set out in this Contract. Equinox shall pay the Affiliate a monthly Commission calculated in accordance with the approved Commission Plan, provided that the

and information necessary for the validation of its identity and its Affiliate Account, including banking documents, corporat

Equinox shall rely exclusively on the data available on the Platform for the determination and calculation of Commissions. The Affiliate acknowledges that such data shall prevail over any other records or estimates

The Affiliate is responsible for ensuring that the bank details required for Commission payment are up to date and

registration details, in accordance with the terms and deadlines set out in Articles 4.8 and 4.9
payment of any outstanding Commission within twelve (12) months from its due date. After this period has elapsed without such request, the right to receive the corresponding Commission shall be definitively extinguished, withou

issuance of any invoice, that the invoices relating to the services supplied by the Affiliate to Equinox under the Contract,

10 constitutes the prior written agreement for this purpose. The Affiliate hereby expresses its agreement by expressly accepting these T&Cs electronically on the Platform, of which Equinox keeps a record (including date,

(VAT identification number MT33150723 or any other Malta VAT identification number that may pertain to Equinox) and the

law, and Equinox shall, where applicable, account for the VAT due in Malta under the reverse charge mechanism. The Affiliate

Depending on the relevant jurisdiction, and only to the extent required under applicable tax laws or by the competent

either Party making any required notification or registration with the competent TA, including, where required, the

obtaining any required approval, invoice series allocation, validation code or other authorisation from the competent

shall, upon request by Equinox or where required by applicable law, issue and provide to Equinox an invoice or other equivale

applicable law. The document shall be sent by the means indicated by Equinox. Equinox may defer payment of the relevant Commissions until receipt of any document required under this Article, without this constituting a breach of the Contract.

billing invoice for each Commission amount payable under Article 9.4. Each invoice shall be based on the relevant Platform

be issued in euros and in the invoice series applicable to the Affiliate, including any dedicated or sequential series

identify the Affiliate as the supplier and Equinox as the customer, including Equinox's VAT identification number and,

Equinox shall provide a copy to the Affiliate upon request or where required by applicable law, by a means indicated by Equin

billing invoice shall, in and of itself, be deemed to constitute the Affiliate's acceptance of that invoice for the purposes

extent permitted by applicable law. Any additional or different acceptance procedure required by applicable law shall

of any substantiated error or inaccuracy in the calculation or other particulars of an invoice. Equinox shall review the

in paragraph (a), unless applicable law requires an additional or different procedure. The review or correction of an

applicable law, and provided that the invoice issued by Equinox complies with the applicable legal requirements

receipt or any other additional document for the same services and shall refrain from doing so to avoid duplication. The

accordance with Articles 4.8 and 4.9, including its tax identification number, VAT status (including any exemption or special

of activity. Equinox shall not be liable for errors in invoices resulting from incorrect, incomplete or outdated information

billing shall apply only where and to the extent permitted under applicable law. Where it is not permitted, or the Affiliate is required by applicable law to issue its own invoices, the Affiliate shall promptly notify Equinox and issue the relevant i

days, or with immediate effect where required by law or where the legal requirements cease to be met, without affecting the

the Affiliate and acceptance for the periods required by applicable law. The Affiliate's personal data required for Self

---

shall remain in force for an indefinite period. Either Party may terminate the Contract by sending a termination notice by e the other Party. Except where the termination results from the exercise of specific consumer rights by a Consumer Affiliate,

During the notice period, Equinox may immediately suspend the Affiliate's promotional activity and cease the allocation of ne

Termination shall become effective if the breaching Party fails to remedy the breach within seven (7) days following receipt

standards entitles Equinox to terminate the Contract with immediate effect, without the need for a prior

be entitled to terminate the Contract without prior notice. In such case, Equinox may (i) withhold payment of the Commissions

or permanently suspended, revoked or not renewed, Equinox may terminate the Contract with immediate effect by registered

Upon termination of the Contract, irrespective of the underlying reason, the Affiliate undertakes, within five (5) days,

Upon termination of the Contract, all rights under the Commission Plan shall also cease, and no remuneration shall be payable

If the Consumer Affiliate exercises the right of withdrawal after having recruited New Clients, Equinox shall pay the Commissions effectively due up to the date on which the right is exercised, and shall then proceed with the closure of the

If Equinox does not respond to a written complaint submitted by the Consumer Affiliate within a reasonable period, or if the Parties are unable to reach an amicable solution to a dispute, the Consumer Affiliate may resort to mediation free of

The Affiliate undertakes to comply with a strict confidentiality obligation, without any time limitation, concerning all information, regardless of its nature or the medium on which it is stored, to which the Affiliate has access during or in con th the performance of this Contract and which relates to the activity of Equinox, the Group or any Group companies.

and after the termination of the Contract, the Affiliate acknowledges its responsibility to treat as strictly confidential all marketing and sales information and statistics relating to Equinox's business that may be disclosed in the c

The Affiliate guarantees full compliance with this confidentiality obligation by any natural or legal persons directly or indirectly involved in activities relating to this Contract, including employees, service providers, partners or subcontracto

This confidentiality obligation shall not apply where a court order requires disclosure, or where either Party must disclose information as part of an administrative, tax or judicial investigation. It shall also not apply to the Parties' adv ound by professional secrecy obligations. Any disclosure shall be strictly limited to what is necessary and, where legally

For the purposes of the performance of the Affiliation Programme, Equinox (a company belonging to the) and the Affiliate act, each in respect of the personal data they autonomously process, as independent controllers. Neither

Equinox, as a controller determining the purposes and means of the processing of its own personal data, undertakes to fully

Equinox shall ensure that all personal data processed under this Contract is handled lawfully, fairly, transparently and in a

For more information on the processing of personal data, the Affiliate must consult Equinox's Data Protection Policy, as made

The Affiliate, acting as an independent controller in respect of the personal data it processes under this Contract, undertak

-
- Collect and process personal data in the scope of the specified, explicit and legitimate purposes for which consent
- Keep the personal data for no longer than necessary for the purposes and nature of the processing;
-
-
- Guarantee the rights of data subjects in accordance with the applicable regulation (right to be informed, right of access,

Either Party may, at any time and upon providing at least thirty (30) days' written notice, request a review of this to reflect legislative, regulatory or supervisory changes issued by any other competent supervisory authority. Any such revision must ensure a level of personal data protection at least equivalent to that provided under this Contract

Each Party shall be liable, in accordance with the applicable law, for any direct damage caused to the other Party in

The Affiliate shall compensate Equinox for any indirect losses or damages suffered by Equinox and/or the Group

The Affiliate acknowledges and accepts that Equinox may modify the Affiliation T&Cs at any time whenever required for

The new version of the Affiliation T&Cs shall be made available to the Affiliate via a notification on the Platform, includin

The Affiliate must accept the new version of the Affiliation T&Cs within thirty (30) days following the publication of the modification notice on the Platform. Continued access to the Affiliate Account and use of any functionalities of the Affiliat ramme during this period shall be deemed acknowledgement of the Affiliate's obligation to review and decide on the

closed and the Contract shall be deemed automatically terminated, without entitling the Affiliate to any compensation.

Each clause of the Contract constitutes an indivisible whole, and any judicial decision declaring a provision null, invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, which shall remain fully in for

The Contract may not be assigned or transferred by either Party without the prior, express and written approval of the other Party. By way of exception, Equinox may freely assign or transfer its contractual rights and positions to any compa

The Contract is drafted in English. In the event of any discrepancy between the versions or divergence of interpretation,

Under no circumstances shall the Contract be interpreted as creating or implying a joint venture, mandate, agency, partnership, representation, consortium, or any form of corporate or associative relationship between the Parties

Each Party shall always act in its own name and under its sole legal, economic and operational responsibility

Neither Party may make any commitments or statements, whether express or implied, on behalf of the other Party. Nor may either Party represent itself as having authority to bind the other Party, except where strictly necessary for the

The Parties are and shall remain fully autonomous and independent, responsible for their own management, and economic activity. The Affiliate undertakes, throughout the duration of the Contract, to maintain a diversified portfolio of clients and activities, ensuring the absence of any exclusivity or economic dependence in relation to Equinox

Under no circumstances may the Affiliate allege that the contractual relationship with Equinox created or contributed to a

Notwithstanding Articles 18.1 to 18.3, the Affiliate grants Equinox, for the sole purposes of Article 10 and where and to the extent permitted by applicable law, a specific and limited mandate to issue, in its name and on its behalf relating to the services it supplies to Equinox under the Contract, from which no other power of representation and no agency

Parties undertake to refrain from any act of corruption or bribery, whether active or passive, and to adopt transparent busin

The Affiliate acknowledges that Equinox is part of the Group, which conducts its activities in line with high ethical standar The Affiliate further acknowledges that the Group requires all its employees and partners to strictly comply with the rules igned to prevent acts of bribery, corruption, influence peddling, or any practice capable of affecting the integrity of busin

have jurisdiction in the event of a dispute between the Parties, unless the Affiliate is a consumer, in which case the Affiliate may bring legal proceedings to any of the courts with jurisdiction in accordance with the provisions of th

The protection and security of the personal data of our Affiliates and users is an essential concern for the company Equinox

When collecting and processing your personal data as part of your affiliation contract, Equinox acts as data controller and undertakes to comply, in all circumstances, with all legal and regulatory requirements in force, any amendment, consolidated

This Policy also informs you of all the means at your disposal to control the use of the services and exercise your rights relating thereto. By registering on the Site or using the Site, you declare that you have read and understood this Data

For any questions about this Policy, you can contact our Data Protection Officer (DPO) at the following address:

- _____
-
-
- _____
-
-
-
-
-
-
-
- _____
-
-
-
-
- _____
-
-

certificate or equivalent tax documentation relating to the Affiliate, whether a natural or legal person, in order to carry o

-

-

- against fraud and ensure the physical and IT security of our company; ensure the management of any dispute arising

-
-
-
-
-
-
-
-

Equinox is the sole recipient of your personal data. They are, however, likely to be transmitted to companies of the and to subcontractors, ensuring that they are used only for the purposes indicated in this data

Your data may also be communicated to the various service providers of Equinox such as, for example, payment providers and this, exclusively for the needs of its activity and in order to allow it to fulfill legal and regulatory obligations, in

-
-
-
-

framed by adequate legal guarantees. We are committed to ensuring that our subcontractors comply with the required

Equinox implements measures to protect your personal data through technical and organizational security measures.

In the event of unauthorized use of your credentials, you must immediately notify Equinox or the Group.

We only keep your personal data for the periods corresponding to the pursuit of the purposes for which they

- _____ transparent, and easily understandable information about how we use your personal data and about your rights.
- _____
- _____

purposes across different services. This right only applies when the lawful basis for processing this information is consent

- completed if it is incomplete, without due delay, subject to the regulations applicable to online gambling operators. For
-
-

and to keep in memory certain information relating to your activity, for a limited period, to improve and personalize your

these cookies, our website cannot run normally. These cookies also ensure security of the website for its users.

To express or reconsider your choices regarding cookies, refer to the help menu or to the dedicated section of your browser.