

# Affiliate Program Terms and Conditions

The Enlightened Events Affiliate Program is managed by Enlightened Events Pty Ltd (herein referred to as “Enlightened Events”). If you have any queries relating to the specific terms and conditions regarding the Enlightened Events Affiliate Program, please contact Enlightened Events by emailing [info@enlightenedevents.com.au](mailto:info@enlightenedevents.com.au) or by calling +61 2 833 1570.

## **Engagement:**

Thank you for joining the Enlightened Events Affiliate Program. By joining the Affiliate Program, you agree that these Terms and Conditions form a contract between you and Enlightened Events. These Terms and Conditions are in place to create clarity and protect you, our affiliates.

Should there be any violation of these Terms and Conditions, we reserve the right to suspend or cancel any account with no payment being made to such account. Should a payment be made and we find that this payment was made to an Affiliate through an illegal or fraudulent action by the Affiliate, we reserve the right to stop payment on the cheque and we may also take civil or legal action against the company or individual.

## **Who can become an Enlightened Events Affiliate?**

The Enlightened Events affiliate program is open to any business or person, subject to final approval from Enlightened Events.

## **Tracking of Referrals:**

The Enlightened Events Affiliate Program tracks all referrals through a Unique Affiliate Link. This Unique Link contains certain parameters that uniquely identify your Affiliate code. When a Referral clicks on one of these Links, Enlightened Events is able to determine which Affiliate code referred this user.

For commission fees to be properly tracked, recorded and earned, you must ensure that the Affiliate Links (which are unique to you) that you use or send out are the ones provided to you by Enlightened Events. Since the Affiliate Links Enlightened Events provides you with are the only way to track purchases, you must use the Affiliate Links exactly as given and make no modifications, in order to ensure accurate registration and payment. This unique link is the only method that will be accepted for introducing referrals for the Affiliate System and no other method will be accepted. The system utilises the Cookies in your web browser. Enlightened Events will not be liable to you for any lost commissions resulting from your failure to use appropriate Affiliate Links, systems or processes correctly.

If your referral is already on the Enlightened Events system they are not eligible to be nominated to your affiliate code.

## **Programs and Payment:**

Only certain events are eligible for commission. To see which events are eligible, please refer to the Enlightened Events website in the affiliate section. This section of the website will have a list of all eligible events.

Other products, such as, DVDs, CDs, books, are not eligible for commission.

In most cases, you will receive a 10% commission on the net amount paid by your Referral. Commission will be paid once any Money Back Guarantee period has ended and approximately 30 days after your Referral has attended the live event or the course has taken place.

All purchasing transactions are processed through the Enlightened Events web site.

If your referral cancels their training or has their fees refunded then no cash reward will be paid.

**Joining Fee and Subscription:**

There is no joining fee to become a part of the Affiliate Program.

**Support:**

If you have any questions, you can contact Enlightened Events on +61 2 98338 1570 or email [info@enlightenedevents.com.au](mailto:info@enlightenedevents.com.au)

**Fraud Control:**

Enlightened Events reserves the right to withhold payment to any Affiliates that exhibit questionable Affiliate activity. Enlightened Events have built into their software a fraud control system, which monitors all agents' sites constantly, including false registration. Any company or individual that tries to artificially inflate traffic counts, revenue, or use any device or robot/program to inflate sales will be reported to the appropriate authorities for fraud and all payments will be recovered.

**Trademarks, Logos and Search Engines:**

We don't allow Affiliates to bid on the Enlightened Events trademark or any misspellings thereof. You are also not permitted to bid on competitors' trademarks and re-direct their traffic. If you are found bidding on the Enlightened Events trademark, you will be asked to promptly remove the bid. Failure to do so will result in immediate termination from the Program and the withholding of applicable commissions.

You may use the Enlightened Events logo, trade names and trademarks ("Enlightened Events") provided to you by Enlightened Events solely in connection with your display of such Links. You will remove the Enlightened Events trademarks from your web site and Programs upon termination of this Agreement.

You will not create, register, purchase, or obtain, (or attempt to do any of the foregoing) directly or indirectly, any trademark, service mark, trade name, company name, internet domain name, search engine listing, directory listing, metatag, name that redirects traffic to your site, or other proprietary or commercial right that is identical or confusingly similar (including variations and misspellings) to the Enlightened Events Marks ("Similar Marks"). You acknowledge that any such action would be made with the intent to confuse consumers as to the source, location, and sponsorship of the Enlightened Events services, and will constitute infringement of the Enlightened Events Marks.

**Spamming:**

Affiliates will not use Enlightened Events for the soliciting of potential customers for their own business needs without the permission of Enlightened Events first. Affiliates may not use unsolicited e-mail or inappropriate newsgroup postings to promote the Enlightened Events' website.

**Advertising:**

Enlightened Events will provide all marketing material to you. Under no circumstances should you modify the marketing material provided to you unless otherwise noted or permission given.

You must obtain prior written consent by Enlightened Events to create, publish, distribute or use any written, electronically transmitted or other form of publicity that makes reference to Enlightened Events that is not a part of the pre written emails sent to you by Enlightened Events. Consent will not be unreasonably withheld. If you fail to obtain consent, we may terminate this Agreement upon notice to you.

**Right of Refusal:**

Enlightened Events reserves the right to deactivate an Affiliate's account at any time for activity or site content deemed inappropriate, based on the sole discretion of Enlightened Events.

**Independent Contractor:**

The Affiliate is an independent contractor. Enlightened Events owners shall not provide any legal, accounting, or professional advice. Each Affiliate is responsible for their own tax obligations. The Affiliate is not an employee, partner, shareholder, or director of Enlightened Events, and shall not enter into any agreement on behalf of Enlightened Events.

**Enlightened Events May Modify this Agreement:**

Enlightened Events may modify the terms and conditions of this Agreement, at any time at our sole discretion. You will be notified by email of any change. Modifications may include, but are not limited to, changes in the scope of commission fees, payment procedures and the Enlightened Events Affiliate Program rules.

**Confidentiality:**

Except with the consent of the other party, each party agrees that all information concerning the other party, including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, will remain confidential and will not be utilised, directly or indirectly, by such party for any purpose except and to the extent (a) necessary to complete obligations under this Agreement or (b) that any such information is known or available to the public through a source or sources other than such party or any Affiliate of such party.

**Indemnification:**

You agree to indemnify, defend and hold harmless Enlightened Events and its employees, representatives, agents and corporate Affiliates (each, an "Indemnified Party"), against any and all claims, suits, actions, or other proceedings brought against the Indemnified Party

based on or arising from any claim (i) that the use of any material provided by you infringes on any copyright, patent, trademark, trade secret or any other intellectual property or other right of any third party, (ii) resulting from your breach of this Agreement, or (iii) related to your web site or Programs, including, without limitation, content therein not attributable to Enlightened Events. You will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Party in connection with or arising from any such claim, suit, action, or proceeding.

**General:**

The above terms and conditions of business constitutes the entire understanding of both parties hereto with respect to its subject matter and supersedes any and all previous contracts and covenants between both parties whether written or oral, with respect to such subject matter.

This agreement is governed by the laws in force in the State of New South Wales and the parties submit to the exclusive jurisdiction of the Courts of New South Wales.