

perfect gift certificates

Our Affiliates & Reseller Program

As a de Groots Affiliate, you can earn 5% commission inc GST on all qualifying revenue generated by links to Perfect Gift Certificates on your website, blog or email newsletter.

Our Gift Certificate website www.perfectgiftcertificates.com.au has hundreds of experiences to choose from including sky diving, fine dining, rally driving and wine tours.

In addition to the many lifestyle experiences on offer, our association with Australia's leading restaurant website www.bestrestaurants.com.au enables us to exclusively offer gift certificates to hundreds of restaurants around the nation.

How it works

After signing up and being accepted, simply log in to our affiliate extranet and you'll find all the tools you need to create HTML links, an XML/RSS toolbox, banners, skyscrapers and more.

Add these to your website, blog or email newsletter and that's all you have to do.

Each time a purchase is made using your unique ID, an email will be sent out advising you of the details of the transaction. You can also review both impressions as well as all the transactions via the extranet anytime of the day or night.

There are no joining fees to enrol in our program and commissions are paid monthly.

To sign up simply visit www.perfectgiftcertificates.com.au/affiliates



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Conditions for granting of affiliate status

These conditions are to define the terms and procedures by which the Affiliate may be paid commissions for the sale of **The Merchant's** products. The agreement made between **The Merchant** and the Affiliate is governed by the rules and conditions in this document and no other.

Definitions

The Merchant is Best Connections Limited of Suite 108 Edgecliff Centre, 203 New South Head Road, Edgecliff NSW and it operates a website known as **Perfect Gift Certificates**, which is located at <http://www.perfectgiftcertificates.com.au> on the Internet and offers Gift Certificates for sale at that website.

Affiliate means operators of websites which promote and sell the Merchant's Gift Certificates for a commission and have entered into this agreement.

Website means information appearing on the Internet and with its own URL.

1. This agreement is solely for the purpose defining arrangements for the payment of commissions on sales affected through referrals by an affiliate's website. The term, '*affiliate*', does not imply any formal association for partnership or agency with **The Merchant**, or with any of its other online or offline activities.
2. By completing of form marked '*Become an Affiliate*' on which the words "*I/We have read their terms & Conditions*" appear, the affiliate accepts that these are the terms and conditions which govern the agreement.
3. **The Merchant** grants to the Affiliate a non-exclusive, non transferable worldwide right and license to access its website through HTML links and to use promotional material that **The Merchant** provides to Affiliates. This license will cease and be withdrawn immediately on termination of this Agreement.
4. Affiliates have access to their sales and commission data through a user/password protected page at <http://www.perfectgiftcertificates.com.au/PG/Affiliates>
5. Affiliates recognise that **The Merchant** has developed its reputation for fair trading and as such the trading names, product names and logos are valuable assets and are trade marks of **The Merchant**. Where **The Merchant** believes the Affiliate is carrying out any activity whatsoever which may in any way bring these valuable assets into disrepute, **The Merchant** may direct the Affiliate to cease reproducing its name, product names or logos. Upon being so directed by telephone, mail, email or by a person; the Affiliate shall cease reproducing any name or logo as directed. The Affiliate expressly acknowledges that any failure by it to comply with the direction so given may result in a loss of reputation for **The Merchant** and that financial compensation may be due to **The Merchant** by the Affiliate for any loss arising from the Affiliate's failure to comply with the direction.
6. **The Merchant** will not be responsible for any technical failure that may result in the user's clicks or sales not being registered. However **The Merchant** will take reasonable steps to ensure that all legitimate sales are recorded and commissions paid.
7. Either the Affiliate or **The Merchant** may terminate this Agreement at any time. Notice is to be given by email.
8. Upon termination of this Agreement for any reason, the Affiliate will immediately remove all HTML & XML links from their website to **The Merchant's** website.

9. **The Merchant** shall pay the Affiliate a commission of 5% inc GST of the face value of any Gift Certificate purchased through a link from the Affiliate's website.
10. **The Merchant** will not accept responsibility for clearing affiliate's cheques at their financial institutions or any fees charged by financial institutions.
11. **The Merchant** will comply with Australian tax law, thus an affiliate will be classed in one of the following categories;
 - i. **Business Affiliate** : The Affiliate must supply **The Merchant** with a valid ABN (Australian Business Number) and the amount paid is plus 10% GST and it will be accompanied with a Tax Invoice
 - ii. **Private Affiliate**: Affiliate does not hold a ABN (Australian Business Number) therefore any payments will require **The Merchant** to withhold 48.5% of the payment, which will be remitted to the ATO (Australian Taxation Office) on your behalf.
 - iii. **International Affiliate** : Affiliate is not located within Australia and the affiliate will receive the full payment due.
12. **The Merchant** shall pay commission payments which will be made at the end of each month in Australian dollars for commissions due from the preceding month
13. **The Merchant** reserves the right to terminate any affiliate without notice for sending any unsolicited email (SPAM) or for misrepresenting the products or **The Merchant** or actions which bring this affiliate program into disrepute. If an affiliate is terminated for such reason, any and all commissions unpaid will be forfeited by the Affiliate and **The Merchant** will have the right to seek monetary damages from the affiliate.
14. **The Merchant** reserves the right to alter the terms of this agreement and any such altered terms are deemed to be in effect seven days after posting. Affiliates will be notified by email of any major changes.
15. **The Merchant** reserves the right to delete an affiliate at any time where Internet fraud is suspected. Such sites shall not receive any commission payments.
16. **The Merchant** will provide limited technical and marketing support to the affiliate in relation to the Website as reasonably required. This assistance will be available by request by notifying **The Merchant** by email using the form in the affiliates admin.
17. Affiliates cannot make any changes to the content and information listed on the website without the written agreement of **The Merchant** and the Affiliate agrees to accept the products and all other information as it appears on the website.
18. **The Merchant** provides no guarantee, warranty or representation as to the amount of commissions that may be generated by the Affiliate in this program. The Affiliate warrants that no inducement (other than payment of commissions) has been offered by **The Merchant** to join the affiliate program. The Affiliate has made its own enquiries and used its own judgement as to the suitability of becoming an affiliate. No representation by **The Merchant** has been made as to the completeness or accuracy of any information and the affiliate acknowledges this information may be incomplete, may contain errors or may have become out of date
19. The Affiliate will indemnify **The Merchant** and hold it harmless from all claims, damages, and expenses, including legal fees, relating to the development, operation, maintenance and contents of Affiliate's website(s). This clause shall exclude any claim arising from HTML links from **The Merchant's** website and any claim arising from products offered by **The Merchant**.