

Terms and conditions



CRUISEAWAY Pty. Ltd Affiliate Program

1. Purpose of the agreement

CruiseAway Ltd operates an online cruise portal that allows users to provide non-binding requests for cruising on the Internet.

The Affiliate operates one or more websites, which has been specified within the partner program via one of the networks to be selected. The affiliate will be offered under the program provided by CruiseAway available products and services. CruiseAway provides the contractual partner a choice of advertising material (e.g. logos, banners, etc.) available.

Advertising media that CruiseAway makes available to the affiliate and their source codes must not be changed (visually, content or technically altered) without prior consent of CruiseAway.

Participation in the partner program is free for the affiliate. A right to admission or participation does not exist; nor can claims of a non-admission or exclusion be derived.

The contractor gets a performance fee due to the directly connected links to the CruiseAway website actually materialize from which a cruise is booked. This remuneration is calculated in accordance with section 5 of this partner agreement. Third party provided goods and services that are not explicitly offered as part of the partner program, will not be reimbursed.

2. Approved Publisher-(Segments)

You want to join the CruiseAway Affiliate program? Then you must be at least 18 years old and have full legal capacity.

You warrant that your website complies with all relevant statutory provisions, has no "construction sites" and more particularly free from pornography, violence, extremist or content harmful to minors and does not provide links to other sites with such content.

We also reserve the right to only permit sites with full imprint (also phone number and/or email address provided).

Prohibited are:

- Banner websites
- Paid Cashback-/ Bonus portals
- Paid-Mailer
- Cookie-Dropping

If your website belongs to one of the following groups, please contact us in advance

- Newsletter-Publisher
- Retargeting / Post-View / Prospecting

Travel agencies are also welcome!

3. Your duties

You are fully responsible for the creation, operation and maintenance of your website and liable to third parties for any damage, which it directly or indirectly your website possibly caused by the construction, operation or maintenance.

To set up your site is not in a way that evokes the likelihood of confusion with our website (www.cruiseaway.com.au) or gives the impression that your site is our site.

You may place the advertising material only on the website/websites whose address/es (URL) you specified in the context of this application.

The same applies if registered websites (a) are still under construction or under renovation, and consequently no content making ("Under Construction"), (b) are in error (for example, serious display problems or functional problems), (c) visits automatically forwarding to other web presences ("redirect").

Advertising material may not also be stored independently and be integrated by a local place. Please use always the paths at the network.

The creation of cookies is only allowed if a CruiseAway advertising material is used, this is visible and cookies are generated only by a deliberate clicking of the user.

4. Restrictions

It is not permitted as part of the search engine marketing (e.g. Google AdWords) at vendors such as Google, Bing, Yahoo to offer on brand name and protected terms of CruiseAway etc.

It must be ensured not to be shown for searches in connection with CruiseAway or misspellings of the brand name.

5. Calculation of your advertising revenue

The customer first makes an inquiry, which you see as a transaction/lead in the network.

An advertising fee occurs only when a transaction/lead turned into a valid lead. Reasons for cancellation can be (e.g.): No valid e-mailaddress from customer, last click came over another marketing channel, customers sends the booking request twice.

Compensation claims expire within three years, beginning with the end of the year in which they incurred.

6. Confidentiality and data protection

All information, in particular the provisions of this agreement, business and financial information, price and sales information are strictly confidential. It is forbidden to use such confidential information either directly nor indirectly for their own economic purposes or for other purposes.

CruiseAway is entitled during the registration of the affiliate and the implementation of the affiliate program, to file personal data of the Affiliate subject to the applicable statutory data protection regulations, store, process and utilize, to the extent necessary in the context of the participation of the affiliate in the affiliate program.

CruiseAway is entitled to use the data collected and stored to occur in connection with the participation in the affiliate program to the affiliate in contact, especially via e-mail. The processing and use of personal data of the affiliate other than the above-mentioned purposes is only based on an explicitly granted permission from the affiliate or a legal provision which allows CruiseAway these terms.

The under the participation in the affiliate program information obtained may only be used in connection with the use of the affiliate program. Any disclosure to third parties and any use for other purposes is prohibited.

7. PROGRAM TERM AND TERMINATION

The agreement on participation in the affiliate program is closed indefinitely. There is no entitlement to a maintenance of the affiliate program.

The agreement may be terminated by either party giving to the other at any time and any deadline. Business deals that were mediated by the time of termination will be processed after receipt of the notice in accordance with the provisions of subsection 5 of these terms and conditions.

Did the affiliate not get any leads or sales for a period of twelve months after registering or achieved the affiliate less than one transaction per month, CruiseAway is entitled to terminate the agreement with the affiliate and to delete the registration. A re-registration is possible.

8. LIABILITY AND LIMITATION OF LIABILITY

CruiseAway is not responsible for the contents of third party websites, for damages or other disorders that are based on the defectiveness or incompatibility of software or hardware of the affiliate as well as for damages incurred due to the lack of availability or the faulty functioning of the Internet.

9. GENERAL PROVISIONS

Rights and obligations under this Agreement may only be transferred with the consent of CruiseAway to third parties or to sublicense to third parties.

This agreement authorizes no party, common to both, or the other party to make legally binding declarations or to oblige you in any other way or to represent.

Should individual provisions of these terms and conditions be totally or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The ineffective provision shall be deemed replaced by an effective provision, which comes the sense and purpose of the invalid provision from an economic perspective the next; this applies accordingly in the event of a loophole.