

# Terms & Conditions of the Referral Program for Travel Writers

Please find relevant definitions in Exhibit A.

## **1. Introduction**

1.1 GetYourGuide Deutschland GmbH (hereinafter referred to as "GetYourGuide") is conducting a "**Referral Program**" for their existing **Distribution Partners**, who are working with GetYourGuide on the grounds of the GetYourGuide [Partner Terms & Conditions](#) (herein referred to "**Partner Terms**"). The Distribution Partner will be notified via Email by GetYourGuide and can opt-in to participate in the Referral Program on a voluntary basis (hereinafter referred to as "**Participant(s)**").

The objective of this Referral Program is to create incentives to further accelerate Participants revenue growth while providing them with an additional tool for revenue generation.

1.2 By participating in this Referral Program, Participant(s) (for eligibility, refer Clause 3) unconditionally and irrevocably accepts and agrees to be bound by all these Terms and Conditions (hereinafter referred to as "**T&Cs**").

1.3 This T&Cs are an electronic document and do not require any digital or physical signatures. By using the referral link provided by GYG via Email in order to invite "**Referred Partners**", Participant automatically agrees and is bound to the T&Cs.

## **2. Referral Program Period**

2.1 The Referral Program period starts with September 28, 2020 until further notice (hereinafter referred to as "**Referral Program Period**").

2.2 GetYourGuide may in its absolute discretion curtail or end the Referral Program Period, as it may deem necessary.

## **3. Eligibility Criteria for Participant(s)**

3.1 Distribution Partners must accept the Referral Program's invitation by responding to the email sent by GetYourGuide in order to be a Participant of the Referral Program.

3.2 All Participants must accept the T&Cs.

#### **4. Participation and Rewards**

4.1 Participants will receive a link from GetYourGuide ("**Referral Link**"), which Participant can use to share with their chosen Referred Partner, who click on their Referral Link to create a valid GetYourGuide Partner account that complies with the Partner Terms.

4.2 After the Referred Partner has registered successfully to be a Distribution Partner, the "**Referred Partner's Bookings**" will be counted starting from the "**Registration Date**" for the purpose of the Referral Program.

4.3 After successful registration of the Referred Partner to "**GetYourGuide's Platform**" as a Distribution Partner, all the Referred Partner's Bookings will be counted for the Referral Program's thresholds. If a Participant invites more than 1 (one) Referred Partner, their Referred Partner Bookings will be bundled.

4.4 Participant will receive 1% increase in its "**Commission Rate**" in its following month's payment cycle, once the total sum of Referred Partners Bookings achieves 6 (six) bookings within the next 12 (twelve) calendar months, starting with the Referred Partner's registration date on the GetYourGuide Platform.

Example:

Participant's monthly revenue is 100 EUR with 8% Commission Rate. Participant invites three Travel Writers as Referred Partners, who successfully have registered as Partners on the GetYourGuide Platform all in September 2020.

One Referred Partner generates 1 booking, second Referred Partner generates 3 bookings and third Referred Partner generates 2 bookings. In total: 6 bookings until October 2020.

Once this threshold of 6 bookings is achieved, Participant will receive a Commission Rate increase in November 2020. Therefore, Participant's Commission for November 2020 would be 9% and instead of EUR 100 (assuming the earnings of Participant will stay the same), Participant will get paid out EUR 112,5.

4.5 Participant will receive below the 1% Commission Rate increase for the period in the grid given below, if the following Referred Partner's Bookings thresholds are met:

Duration, where 1% Commission Rate increase can be earned:	Total number of Referred Partner(s) Bookings which would need to be met in the next 12 months since Referred Partner's registration date:
1 month	6
2 months	23
3 months	57

4 months	115
5 months	173
6 months	288

Examples:

- a. If Referred Partner(s) sell(s) 6 bookings, Participant receives 1% of Commission Rate increase for 1 (one) month.
- b. If Referred Partner(s) sell(s) 23 bookings, Participant receives 1% of Commission Rate increase for 2 (two) months.
- c. If Referred Partner(s) sell(s) 57 bookings, Participant receives 1% of Commission Rate increase for 3 (three) months.

4.6 After 12 months after Referred Partner's registration date, their bookings will not be counted for the Referral Program's purpose and the Participant will not receive any Commission Rate increases.

## **5. Infringement Measures**

5.1 GetYourGuide shall be entitled to take any form of action against a Participant who abuses the Referral Program, such as cancel the upcoming reward for the Participant and therefore the increased Commission Rate or deduct the already paid Commission Rate increase from the next payment cycle, including but is not limited to, any suspicious activities, or any attempts to circumvent the T&Cs herein.

5.2 GetYourGuide reserves the right to terminate immediately the participation in the Referral Program for the Participant and on top of that end the Partnership according to **Partner Terms** Section 7.1.

5.3 GetYourGuide will reserve the right to not pay Participant the commission which resulted by:

- 5.3.1 Referred Partner doing "**Cookie-stuffing**";
- 5.3.2 having all Referred Partner's Bookings cancelled by a result of fraudulent activities;
- 5.3.3 having unusual excessively high "**Conversion Rates**" for the Referred Partner Bookings;
- 5.3.4 **Too small time to first booking (TTFB)** for the Referred Partner(s);
- 5.3.5 **Customer Bookings** that were driven due to non-existent, fraudulent or fake Referred Partner's website.

5.4 GetYourGuide reserves the right to do at anytime quality checks on Referred Partner's websites and to investigate if Referred Partner's websites are not infringing according to Clause 5.3 by doing **Scraping**.

## **6. General**

6.1 GetYourGuide reserves all rights to change, modify or alter these T&Cs at any point of time in textform. These T&C constitute the comprehensive T&C of the Referral Program and all Participant(s) are bound to comply with the same. Any non-compliance with the same may disqualify the Participant(s) from participating in the Referral Program. GetYourGuide reserves the right to alter these T&Cs without any further notice as GetYourGuide may deem fit in its sole and absolute discretion.

6.2 If a Participant does not wish to continue to participate in this Referral Program pursuant to the prevailing T&C as amended or interpreted, Participant may terminate participation in this Referral Program upon written notice to GetYourGuide via the contact form found on the following web address: <https://partner.getyourguide.com/en-us/contact>

6.3 All decisions of GetYourGuide in any matter under these T&Cs shall be final and no discussion or correspondence will be entertained.

6.4 Nothing herein amounts to a commitment or representation by GetYourGuide to conduct further similar or other programs.

6.5 Any Promotion related claims shall be made on the contact form found on the following web address: <https://partner.getyourguide.com/en-us/contact>

6.6 All disputes arising out of or in connection with or in relation to this Referral Program shall be governed and construed in all respects in accordance with the laws of the Federal Republic of Germany and the courts at Berlin, Germany shall have the exclusive jurisdiction to entertain any dispute.

6.7 If any provision in these T&Cs are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

6.8 In all other respects GetYourGuide's Partner Terms (<https://partner.getyourguide.com/en-us/c/distribution-partnership-agreement>) shall apply.

## Exhibit A: Definitions

Cookie-stuffing: means dropping the GetYourGuide Partner cookie in a **User's** browser before the User's intended click on a GetYourGuide **Deep Link** or **Widget** and gaining credit for Users' actions without their knowledge or their clickthrough. E.g. by using illegal techniques known as Cookie-dropping or Cookie-stuffing (e.g. pop-ups, iframes, javascripts, stylesheets etc.).

Commission Rate: means a percentage of the gross merchandise value from GetYourGuide sales attributed to the Distribution Partner.

Customer Booking: means a booking request by a Distribution Partner's customer on the GetYourGuide Platform.

Conversion Rate: means number of Referred Partner's Bookings divided by the number of Users coming to GetYourGuide's Platform through Distribution Partner's website. The top-25% of Distribution Partners have the healthy average Conversion Rate of 6%.

Deep Link: means the use of a hyperlink that links to GetYourGuide's Platform.

Distribution Partner: means the business and distribution Partner of GetYourGuide in the sector of "Travel Writers", who registered at the GetYourGuide Platform and are under the Partner Terms.

GetYourGuide's Platform: means the various websites and mobile applications owned by GetYourGuide and operated under GetYourGuide's brand.

Participant: means Distribution Partner who decides to participate in the Referral Program and receives a Referral Link after giving it's consent to participation.

Partner Customer: means either (i) if the Distribution Partner accesses the GetYourGuide inventory via links to the GetYourGuide Platform, a customer who has an **Unexpired Cookie** that contains the Distribution Partner's GetYourGuide Partner ID, and who has no newer cookie from another GetYourGuide partner or GetYourGuide; or (ii) if the Distribution Partner accesses the inventory via API, a customer who makes a booking for an activity through the Distribution Partner website via the booking system; or (iii) if the Distribution Partner is a travel agency the customer for whom and on whose behalf the travel agency makes a booking through the provided link.

Referred Partner's Bookings: means when the Partner customer gets redirected to the GetYourGuide Platform and results in a Customer Booking.

Referral Program: means a program in which GetYourGuide provides Participant with financial incentives for doing a Recommendation to e.g. travel bloggers and other potential new Distribution Partners to sign up on the GetYourGuide Platform.

Registration Date: means the date on which a new Distribution Partner signs up on the Distribution Partner portal of the GetYourGuide Platform.

Scraping: means a process of data extraction from websites manually or with the help of specific software like web crawlers and storing it into a local database.

Supplier: means a supplier who makes travel activities available for bookings through the GetYourGuide Platform.

Too small time to first booking (TTFB): means the time from the Registration Date of a new Distribution Partner to the first booking made by a User through the Distribution Partner's website.

Unexpired Cookie: means a cookie last generated 31 days before the transaction.

User: means a customer that performs a transaction in the GetYourGuide Platform.

Widget: means an interface (banner ad) generated on the Distribution Partner portal on the GetYourGuide website and that enables a user to access the GetYourGuide Platform.