

Affiliate Obligations Austrian Affiliate Program

- 1. The publisher must have an appropriate website. Pure e-mail registrations are not acceptable.
- 2. Sites which include content of the following type are not allowed to participate: sites that promote violence, pornographic and discrimination based on race, sex, religion, nationality, disability, sexual orientation and/or age.
- 3. The website of the publisher is not allowed to publish political content in any way.
- 4. The website must adhere to all relevant legal regulations.
- 5. Austrian may refuse at any time advertisements that promote or solicit illegal acts, or any such types of acts judged to be not positive.
- 6. The website may not give the impression that could convey that they legally represent Austrian or that they could give legal declarations on behalf of Austrian.
- 7. Any use of Austrian licensed trademarks or those belonging to companies of the Austrian group is not allowed without the prior written approval of Austrian.
- 8. Austrian may neither be used as a reference nor shall in any way the contractual relationship to Austrian be advertised without prior written consent.
- 9. The use of the Austrian partner program for spam emails is explicitly prohibited. The email recipient must have had received and approved an 'opt-in' beforehand. Under no circumstance must an impression be given the transmission originated from Austrian. In addition, the publisher must be clearly identified as the author sending the transmission.



- 10. The application of the Austrian partner program in or above layer and banner networks as well as through paid-mail, paid-banners and paid-click programs is not permitted. Moreover, within the framework of the Austrian partner program post-view activities are not allowed.
- 11. Austrian reserves the right at any time to cancel an existing partnership and / or for legitimate reasons to retain commissions.
- 12. "Austrian" is a registered and protected trademark. The affiliate shall not advertise with the brand name/trademark "Austrian" in search engines or web catalogues. "Austrian" shall not be used for adwords campaigns via search engines such as but not limited to Google, Yahoo/Overture, Bing, Ask, AOL, Naver, Yandex, Baidu (text advertising, keywords etc.).
- 13. The usage of the brand name "Austrian" is not allowed for third parties and may only be positioned within the bid-pricing by the brand owner. During the term, the affiliate will not bid on search engine keyword marketing programs with respect to keywords as such Austrian or keyword combinations (e.g. Austrian flights) as well as any misspelling (e.g. austrien) and any other registered trademarks of Austrian in any language.
- 14. The usage of "Austrian" either in or as part of a domain/sub-domain of an affiliate website as well as positioned in the AdText or as a display URL shall be prohibited. The infringement will be persecuted.
- 15. In addition, affiliate will consider in good faith adding additional keywords or keyword combinations to the foreign exclusions upon Austrian's request, if such keywords relate directly to the trademarks or brand names of one or more of the brands owned by Austrian and through which the services described herein are provided.
- 16. For the "organic search" of the search engines (standard result display, also referred to as search engine optimization) "Austrian" shall only be used to promote Austrian's sales offers with a direct link to the advertised Austrian offer. The usage of "Austrian" either in or as part of a domain/sub-domain of an affiliate website shall be prohibited.



- 17. The application of the Austrian partner program for searching engine marketing (SEM) or searching engine optimisation (SEO) is not permitted. In particular any use of keyword advertising with Austrian brands and product names is not permitted including variations of misspellings. This applies particularly to the usage as a keyword.
- 18. The website of the publisher may not include any spyware, adware, malware, viruses or any other harmful content. The usage of any software or proxy-services, which change or manipulate URLs and by this replace affiliate tracking links, is not allowed. Furthermore, any software or proxy-services which replace promotional banners within the viewed site by own advertisements, is prohibited.
- 19. It is disallowed to place tracking links which forward to the Austrian website in case of any misspelling afore, for example, "www.austrien.com". There must be an actual and visible advertising on the publisher's website of the provided promotional collateral.
- 20. Any type of cookie dropping and typo squatting is strictly forbidden.
- 21. To ensure a proper tracking and reporting, the publisher pledges himself to only use the links, including the objective landingpage, as they are provided within partner program. In addition, he undertakes to not obscure the referrer or to modify by specific programs.
- 22. The publisher delivers full transparency in regards to the implementation of Austrian, each site which is used for promotion will be brought to light. If these conditions are not fulfilled, Austrian reserve the right to cancel the partnership (across all campaigns / countries).
- 23. In case of any termination of the partnerships, the publisher shall with immediate effect remove any and all links which forward to Austrian. The publisher shall not continue to present, promote or otherwise utilize Austrian.
- 24. Austrian cannot be held responsible for the liability of any disturbances or failures of the Austrian website caused by any reasons beyond their control.