

## Next Affiliate Program Terms & Conditions

Key Information	
<b>Action Description</b>	A completed transaction.
<b>Validation Criteria</b>	A completed transaction. Transactions with a basket value equal to or >£200 shall be validated manually by Next. Any returned items and/or cancelled orders will be rejected.
<b>Validation Period</b>	60 days maximum (30 day validation is aimed to be adhered to).
<b>Cookie Period</b>	7 days.
<b>Commission Structure</b>	<p><b>Transactions:</b>            1% of the basket value is rewarded to cashback and voucher affiliates.            2% of the basket value is rewarded to all other affiliates.</p> <p><b>Directories:</b>            As of 20<sup>th</sup> November 2011 no commissions will be paid on directories</p>
<b>De-Duplication Policy</b>	
Types of Publisher Permitted On The Program	
<b>Use of Incentive Sites</b>	<p>Are cashback affiliate sites permitted on the program?  <b>Yes</b></p> <p>Are loyalty (i.e. sites that offer an incentive other than cash, such as points) affiliate sites permitted on the program?  <b>Yes</b></p> <p>If the standard commission offering is tiered, can the merchant provide a fixed commission level for these affiliates?  <b>N/A</b></p> <p>If permitted, will the merchant provide a commitment to resolving any missing transactions that occur?  <b>Yes – within a reasonable timescale</b></p>
<b>Use of Voucher Codes</b>	<p>N.B.: ALL AFFILIATES THAT USE VOUCHER CODES MUST ADHERE TO THE IAB VOUCHER CODE OF CONDUCT. FOR MORE INFORMATION, PLEASE <a href="#">CLICK HERE</a></p> <p>Are voucher code affiliates permitted on the program?  <b>Yes</b></p> <p>If so, can they utilise any code, or only those created specifically for the affiliate channel?  <b>Next do not currently create voucher codes for the affiliate space and codes created for other purposes are not permitted for affiliate use.</b></p>
<b>Use of Software Application Sites</b>	<p>N.B.: ALL AFFILIATES THAT USE SOFTWARE APPLICATIONS MUST ADHERE TO THE IAB VOUCHER CODE OF CONDUCT. FOR MORE INFORMATION, PLEASE <a href="#">CLICK HERE</a></p> <p>Are software application sites permitted on the program?  <b>Due to the varying nature of software application affiliates, approval to the programme will be determined on a case by case basis.</b></p>
<b>Use of Sub Affiliate Networks</b>	<p>Are sub affiliate networks permitted on the program?  <b>Yes</b></p>
<b>Use of Social Media</b>	<p>Are affiliates permitted to promote the program across their own Social Media properties?  <b>Yes</b></p>

	<p>Are affiliates permitted to promote the program in the wider Social Media space (e.g. Facebook arbitrage)?  <b>Yes, however affiliates must make clear to Arena Quantum any such promotion ahead of carrying out activity so it can be agreed upon in advance not to conflict with any existing social media activity.</b></p>
<p><b>Use of Email Affiliates</b></p>	<p>Are affiliates permitted to distribute emails advertising the merchant to their own database?  <b>Yes</b></p> <p>Do emails need to be approved by the merchant prior to send out?  <b>Yes</b></p>
<p><b>PPC (Search Engine Pay Per Click) Affiliates</b></p>	
<p><b>Use of PPC Affiliates</b></p>	<p>Are affiliates permitted to bid in search engines on brand terms?  <b>No</b></p> <p>Are affiliates permitted to bid on hybrid brand + generic terms?  <b>No</b></p> <p>Are affiliates permitted to bid on misspellings and variations of the brand term?  <b>No</b></p> <p>If the merchant has restrictions, please list the exact terms that affiliates are not permitted to bid on.  <b>Please ensure that you DO NOT bid for Next brand or brand+generic related keywords across all search engines. This includes the Next trademark, brand name &amp; brand name misspellings.</b></p> <p><b>Protected &amp; Non Compete keywords:</b></p> <ul style="list-style-type: none"> <li>• [Next]</li> <li>• [Next Directory]</li> <li>• [Nextdirectory]</li> <li>• [Next+any generic term]</li> <li>• [Next.co.uk]</li> <li>• [Next.co.uk+any generic term]</li> <li>• [Next.com]</li> <li>• [Next.com+any generic term]</li> <li>• [Nextdirectory+any generic term]</li> <li>• [Nextdirectory.co.uk]</li> <li>• [Nextdirectory.co.uk+any generic term]</li> <li>• [Nextdirectory.com]</li> <li>• [Nextdirectory.com+any generic term]</li> </ul> <p><b>Any misspellings of the brand term including, but not exclusive to:</b></p> <ul style="list-style-type: none"> <li>• Nex</li> <li>• Bext</li> <li>• Enxt</li> <li>• Ext</li> <li>• N ext</li> <li>• N3xt</li> <li>• Nect</li> <li>• Nest</li> <li>• Netx</li> </ul> <p><b>Affiliates must remain below Next's own search ad at all times. Next do not currently operate a closed brand bid group.</b></p> <p><b>Any use of our intellectual property rights - whether bidding for our trademarked keywords or any other use of our intellectual property without our written consent</b></p>

	<p>- will be considered a material breach of your affiliate agreement which may lead to you being removed from the Next affiliate scheme.</p> <p>Is this open to all affiliates or will a closed group be in operation?  <b>All affiliates must comply with this policy</b></p> <p>Which terms are trademarked in the search engines, if any?        next.co.uk, Next Directory, Next Flowers, Nextdirectory, Nextflowers</p>
<b>URL and ad copy restrictions</b>	<p>Can affiliates use the brand name in their url?  <b>No</b></p> <p>Can affiliates use the brand name in the sub domain or directory url of their own website?  <b>Yes</b></p>
<b>Direct linking restrictions</b>	<p>Are affiliates allowed to send traffic directly to the merchant site from the PPC space in the search engines, using the merchant url as their display url?  <b>No</b></p> <p>Which search engines does this apply to?  <b>All</b></p> <p>If so, on which terms does this apply?  <b>N/A</b></p> <p>Is this open to all affiliates or a closed group?  <b>All affiliates must comply with this policy</b></p>
<b>Branding</b>	
<b>Branding Guidelines</b>	<p>Do affiliates have to adhere to any branding guidelines, eg referring to the client in certain terms, using particular fonts, including any necessary information?  <b>The Next logo is always rectangular, always contains the lowercase Next logotype and should be applied from original artwork files. The logo can be shown as white text on black or black text on white. When writing the name 'Next' outside of the logo, it should always be done with a capital 'N' and lowercase "ext" and without the 'TM' mark.</b></p> <p><b>The affiliate website must display its own branding / logo to emphasise that it is a third party website endorsing Next. Attempts to imitate or replicate our own website are not acceptable and will not be approved by us. The customer must understand that they are on a third party website not belonging to Next. Do not give the customer the impression that they are on a Next owned website. The affiliate must not claim to be an 'official' Next website or make any other similar claims.</b></p>
<b>Creative Restrictions</b>	<p>Do affiliates have to display the most up to date logo at all times from the affilinet admin system?  <b>Yes</b></p> <p>Do affiliates have to pick up creative from the network interface rather than hardcoding it?  <b>Yes. Hard coding creative is not permitted in order to ensure that all affiliates are using the most up to date creative at all times.</b></p>
<b>Copy Compliance</b>	<p>Are there any copy regulations that affiliates have to adhere to?  <b>N/A</b></p>

	<p>What is the turnaround time expected on any changes and what notice will be given?  <b>N/A</b></p>
<b>Deeplinking</b>	<p>Are affiliates permitted to deeplink to specific pages on the merchant site?  <b>Yes</b></p>
<b>General</b>	
<b>Search Engine Optimisation (SEO)</b>	<p>Are there any restrictions on the way affiliates can optimise their pages in order to improve the search engine rank to promote the program?  <b>No</b></p>
<b>Regional restrictions</b>	<p>Are there any regions or territories that affiliates are not permitted to target?  <b>Any promotional activity outside of the UK is not permitted through the UK scheme as Next operates separate international affiliate schemes. Therefore, through the Next UK scheme, affiliate promotions are restricted to the UK only.</b></p>
<b>Product information</b>	<p>Please note that only brands that appear in the product feed can be promoted in conjunction with Next. Affiliates may not promote specific brand names or branded products sold by Next. If you are unable of which brands you can promote please contact <a href="mailto:samuel.hoare@arena-media.co.uk">samuel.hoare@arena-media.co.uk</a> for confirmation.</p> <p>What products on the merchant site are being tracked?  <b>All products.</b></p> <p>What products on the merchant site are being paid out on?  <b>All products under the <a href="http://www.next.co.uk">www.next.co.uk</a> domain.</b></p> <p>Will the entire transaction value be commissionable?  <b>Yes, with the exception of the Next VIP sale and Next Preview, whereby baskets containing VIP sale or Preview items are not commissionable:          Next do not pay affiliate commission for any items sold as part of the VIP sale or Preview. The reason behind this is that customers can <i>only</i> buy VIP sale or Preview items if they are invited directly by Next, who send each VIP customer a unique code to access the sale or Preview items.</b></p> <p><b>This sale takes place twice a year, usually over a two day period.</b></p>
<b>Ramifications</b>	<p>What are the consequences of any affiliate breaking Ts and Cs?  <b>Instances of affiliates breaking the Ts and Cs of the scheme shall be treated on a case by case basis depending on the circumstances.</b></p> <p><b>Affiliates should be aware however that removal from the programme, and the holding of payment are both possible consequences.</b></p>
<b>Mobile</b>	<p>Your mobile optimized site;</p> <ul style="list-style-type: none"> <li>Does your mobile site run on the same domain as your main site? <b>Yes</b></li> <li>How are users redirected? <b>Automatically</b></li> <li>Have you placed our tracking on the site? <b>No</b></li> </ul> <p>Your mobile application</p> <ul style="list-style-type: none"> <li>Have you placed our tracking in your mobile application? <b>No</b></li> </ul>

The merchant agrees, wherever possible, to provide affiliates with reasonable notice period on any significant changes to the program. Examples of significant changes include, but are not limited to, commission changes of more than 25%, alterations in de-duplication criteria and program closure.