VPG Creator Affiliate Programme – Terms and Conditions

1. About these terms

1.1 These terms govern the VPG Creator Affiliate Programme (the **Programme**), run by VPG Sim Ltd, a company registered in England under number, whose registered office is at 13135980 (**VPG**, **we**, **us**).

1.2 By applying to the Programme, you (**you**, the **Affiliate**) agree that these terms will govern your participation if your application is accepted. These terms become binding between you and VPG when we confirm acceptance under section 3.2. If you act on behalf of a company or agency, you confirm you have authority to bind it.

1.3 These terms apply alongside VPG's website terms and privacy policy. If there is a conflict, these terms take priority for anything relating to the Programme. If you and VPG have signed a separate written agreement (for example, under sections 10.3 or 10.4), that agreement takes priority for the matters it covers.

2. Definitions

Term	Meaning
Affiliate Link	The unique tracked link VPG issues to you.
Affiliate Report	The monthly report described in section 4.9.
Business Day	A day other than a Saturday, Sunday or public holiday in England.
Creator Discount Code	The unique discount code VPG may issue to you for your audience (section 4).
Excluded Products	Gift cards, and any other products VPG lists as excluded on, as updated under section 14.1.
Net Product Revenue	The price paid for products in a Qualifying Sale (including any part paid with a VPG gift card), excluding VAT and other sales taxes, shipping and handling, discounts (including Creator Discount Code discounts), Excluded Products and any amount refunded.
Order Date	The date a customer places an order, including a pre-order.
Qualifying Date	The day after the Returns Window for a Referred Sale ends.
Qualifying Sale	A Referred Sale that meets section 6.
Referred Sale	An order placed on vpgsim.co.uk that is attributed to your Affiliate Link or Creator Discount Code under section 4.
Returns Window	The 14-days period starting on the day the order (or, for an order

Term	Meaning
	shipped in parts, its last part) is delivered.
Rolling Period	The 365 days ending on the relevant Tier Review Date.
Serious Breach	A breach of section 3.4, 4.4, 4.6 (posting on coupon or deal websites), 6.3 (first bullet), 8.3 or 12.3; a failure to make the disclosures required by section 8.1 that continues after VPG has asked you to correct it; or any other breach of these terms that you do not remedy within 10 Business Days of VPG's written request.
Tier	Your commission level: Creator, Partner or Elite (section 5).
Tier Review Date	The last day of each calendar month.

3. Joining the programme

3.1 To join, you must be at least 18 years old, create content relating to sim racing, motorsport or gaming, and apply through https://vpgsim.co.uk/affiliate-login.

3.2 VPG reviews each application and may accept or decline it at its discretion, without giving reasons. You become an Affiliate only when we confirm acceptance in writing.

3.3 You must give accurate information when you apply, including the channels you will use to promote VPG, and keep it up to date.

3.4 You may not register more than one affiliate account, or use another person's account.

4. Affiliate links, creator discount codes and tracking

4.1 Once accepted, you receive a unique Affiliate Link. Subject to section 4.3, a sale is attributed to you when a customer clicks your Affiliate Link and completes an order within 30 days of that click, on the same device and browser. If the customer clicks more than one affiliate's link in that time, the sale is attributed to the affiliate whose link was clicked last.

4.2 VPG may also issue you a Creator Discount Code, which gives your audience an agreed percentage off eligible VPG products. A sale made with your Creator Discount Code is attributed to you even without a click on your Affiliate Link.

4.3 If a Creator Discount Code is used at checkout, the sale is attributed to the affiliate who owns that code, whatever links the customer clicked before. Each order is attributed to one affiliate only.

4.4 The Creator Discount Code must not be used by you, your household or your business for your own purchases, including your own first unit. It cannot be combined with other VPG discounts or promotions, unless VPG says otherwise, and does not apply to Excluded Products.

4.5 VPG may change, suspend, replace or withdraw your Creator Discount Code. Except in the cases below, VPG will give you at least 30 days' notice and, where reasonably practicable, will keep the old code working or redirect it to a replacement. VPG may act immediately, telling you as soon as practicable, where the code has been published in breach of section 4.6, is being misused, or is linked to suspected fraud.

4.6 You may share your Affiliate Link and Creator Discount Code only through channels you own or control and have told VPG about under section 3.3, and when appearing as a guest in someone else's content with the host's agreement and the disclosure required by section 8.1. You must not post them, or ask or pay anyone else to post them, on coupon, voucher, cashback or deal-aggregation websites.

4.7 If your Creator Discount Code appears on a coupon or deal website without your involvement, you are not in breach of these terms. VPG may disable or replace the code under section 4.5 and may ask you to help request its removal. Sales made with the code remain Qualifying Sales unless you posted it, caused it to be posted, or failed to take reasonable steps VPG asked you to take to have it removed.

4.8 VPG's tracking records are the starting point for deciding which sales are attributed to you. VPG will correct them where you, or VPG's own checks, show they are wrong.

4.9 By the 10th Business Day of each month, VPG will make an Affiliate Report available to you for the previous month. It lists each Referred Sale with its order reference, Order Date, whether it came from your Affiliate Link or Creator Discount Code, its Net Product Revenue, its status (pending, qualified, cancelled or refunded, with the reason for any exclusion under section 6.3), and the commission due. It also shows your Net Product Revenue for the current Rolling Period and your current Tier. It will not include customers' personal data.

4.10 If you think a sale is missing or wrong in an Affiliate Report, tell us within 30 days of the date that report was made available, with any evidence you have. VPG will investigate in good faith and give you its decision, with reasons, within 30 days. If the sale should have been attributed to you, VPG will add it and pay any commission due with the next payment.

5. Commission tiers

5.1 You earn commission on the Net Product Revenue of each Qualifying Sale, at the rate for the Tier that applied on that sale's Order Date.

Tier	Net Product Revenue from Qualifying Sales in the Rolling Period	Commission rate
Creator	Below £50,000	5%
Partner	£50,000 to £99,999.99	7.5%
Elite	£100,000 or more	10%

5.2 Everyone starts at Creator. On each Tier Review Date, VPG adds up the Net Product Revenue of your Qualifying Sales whose Qualifying Date falls within the Rolling Period ending on that date, and sets your Tier using the table in section 5.1.

5.3 Your new Tier applies to orders with an Order Date from the first day of the following month until the next Tier Review Date. A Tier change never applies to orders placed before it takes effect, whether it moves you up or down.

5.4 Because the Rolling Period moves forward each month, older sales drop out of your total. If your total falls below a threshold at a Tier Review Date, your Tier goes down from the following month. A refund made after a Tier Review Date reduces your total at the next Tier Review Date only; it does not change the rate already applied to any other order.

5.5 Sales in currencies other than GBP are converted to GBP at the Bank of England daily spot rate on the Order Date, both for working out your Tier and for calculating commission.

6. Qualifying sales and how commission is calculated

6.1 A Referred Sale becomes a Qualifying Sale on its Qualifying Date if, by the end of the Returns Window, VPG has received full payment for it (including from a finance or buy-now-pay-later provider), it has been delivered, and it has not been cancelled, returned or refunded.

6.2 Pre-orders and other orders shipped later are attributed by their Order Date. They become Qualifying Sales once they meet section 6.1, even if that happens after your participation ends (see section 11.4).

6.3 The following are not Qualifying Sales:

- orders placed by you, your household, your business, or anyone buying on your behalf, including your own first unit and any product you buy to create content;
- orders placed through business-to-business, dealer, distributor or wholesale accounts;
- orders made with a Creator Discount Code that you posted, or caused to be posted, in breach of section 4.6, or that is excluded under section 4.7;
- orders that VPG has reasonable grounds to believe are fraudulent or were generated by prohibited methods (section 8.3). VPG will tell you which orders are excluded and why in your Affiliate Report.

6.4 Commission is calculated on Net Product Revenue only, to the nearest penny. Worked example: a product with Net Product Revenue of £1,299 (£1,558.80 including 20% VAT), sold with no discount, earns £64.95 at Creator, £97.43 at Partner and £129.90 at Elite. If a Creator Discount Code is used, commission is calculated on the discounted price: with a 10% discount, the same product earns £58.46, £87.68 or £116.91. These figures are illustrative only.

6.5 If an order is partly refunded before its Qualifying Date, commission is calculated on the amount kept. If an order is refunded within 30 days after its Qualifying Date, VPG may deduct the commission paid on the refunded amount from your next payments and will show this in your Affiliate Report. VPG will not recover commission for refunds made after that period. If there are no further payments due to you within 6 months, or your participation has ended, VPG may invoice you for the amount and you must pay it within 30 days.

7. Payment

7.1 VPG calculates commission monthly and pays it within 30 days of the end of the month in which the sales reached their Qualifying Date.

7.2 Payment is made only once your unpaid commission reaches £50. Smaller balances roll over to the next period, and are always paid when your participation ends (section 11.4).

7.3 Payments are made by bank transfer / PayPal in GBP to the account you provide. You are responsible for giving correct payment details and for any fees your own bank or payment provider charges to receive the payment. VPG pays any fees its own bank charges to send it.

7.4 Commission rates are exclusive of VAT. If you are registered for VAT in the UK, VPG will pay VAT on top of your commission at the applicable rate, on receipt of a valid VAT invoice. If you are based outside the UK, VPG will account for VAT under the reverse-charge rules where they apply, and you must give VPG any tax information it reasonably asks for. You are responsible for your own income tax and other taxes on your commission.

7.5 If VPG has reasonable grounds to suspect fraud or a breach of these terms, it may withhold commission on the orders reasonably connected with that suspicion. VPG will tell you in writing within 5 Business Days which amounts are withheld and why, will aim to complete its investigation within 60 days, and will pay all other commission as normal. If the suspicion is not confirmed, VPG will pay the withheld commission with the next payment.

8. Promotion rules and advertising disclosure

8.1 **Disclosure.** You must clearly tell your audience that you earn commission from VPG, every time you share your Affiliate Link or Creator Discount Code. Use a clear label such as "#ad" or "Affiliate link" at the start of the post, description or on screen, as required by the advertising rules where your audience is, including the UK CAP Code and ASA guidance, the EU Unfair Commercial Practices rules and, for US audiences, FTC guidance. A disclosure hidden in a link list or behind "more" is not enough.

8.2 **Honest content.** Your opinions must be genuine and based on your own experience. You must not make claims about VPG products that are untrue or that VPG has not confirmed, including technical specifications, compatibility, licensing or prices.

8.3 **You must not:**

- bid on "VPG", VPG product names, or misspellings or variations of them, in paid search or social advertising without VPG's written permission;
- register or use domain names, social media handles or account names that include "VPG" or VPG product names, unless you told VPG about them in your application and VPG approved them, or VPG gives written permission later;
- use spam, bots, fake reviews, incentivised clicks, cookie stuffing or any method that creates artificial sales or clicks;
- present yourself as VPG, or imply you speak for VPG;
- offer your audience cashback, rebates or other incentives funded from your commission, unless VPG agrees in writing;

- place VPG content next to material that is illegal, hateful, harassing or sexually explicit.

8.4 **Content that becomes out of date.** You are not in breach of these terms if your content was accurate when you published it and later becomes inaccurate because of a change VPG makes, such as a change to a price, product, specification or Creator Discount Code. If VPG asks, you must take reasonable steps within 10 Business Days to flag the change, for example by updating the description, caption or a pinned comment. You do not have to re-edit published videos.

8.5 You may promote other brands, including competitors, unless you have a separate exclusive agreement with VPG.

9. Use of the VPG brand and content

9.1 While you are an Affiliate, VPG gives you a limited, non-exclusive, non-transferable, revocable licence to use the VPG name, logos and the product images VPG provides, only to promote VPG products under these terms.

9.2 You must follow any brand guidelines VPG gives you, and must not alter VPG logos or combine them with other marks.

9.3 Some VPG products are made under licence from third parties, such as motorsport manufacturers. You must not use those third parties' names, logos or trademarks except as they appear in VPG-supplied material, and must not suggest that they endorse you.

9.4 You keep ownership of the content you create. You grant VPG a non-exclusive, royalty-free, worldwide licence to link to, embed, or reshare using the platform's own sharing or embedding tools, your public content that features VPG, on VPG's own website and organic social channels, with credit to you. This licence does not allow VPG to download, re-upload, edit, or use your content in paid or boosted advertising; any such use needs your separate written agreement. The licence continues after your participation ends for content VPG has already linked, embedded or reshared, but VPG will remove any of it within 10 Business Days if you ask.

9.5 VPG may ask you to correct or remove content that breaks these terms. You must do so within 5 Business Days. Where content cannot reasonably be edited, such as a published video, you may instead correct the description or caption, add a pinned correction, or unlist or remove the content.

10. Relationship, additional opportunities and no guarantees

10.1 You are an independent contractor. Nothing in these terms creates an employment, partnership, agency or joint-venture relationship, and you may not make commitments on VPG's behalf.

10.2 VPG does not guarantee any level of sales or earnings. Earnings examples in VPG materials are illustrative only.

10.3 Joining the Programme does not entitle you to any free, discounted, loaned, review or demonstration product, including a first unit, nor to sponsorship, payment for content, event access or exclusivity. You are expected to buy any VPG product you use at the normal retail price. VPG supplies product to an Affiliate only under a separate written agreement signed by VPG, which will set out whether the product must be returned.

10.4 VPG may, at its discretion, invite selected Affiliates to product launches, technical briefings or special collaborations. Any such opportunity is subject to a separate written agreement, and VPG may change or stop offering such opportunities at any time.

11. Suspension and termination

11.1 Either of us may end your participation at any time by giving 14 days' written notice.

11.2 VPG may suspend your Affiliate Link and Creator Discount Code, or end your participation immediately, by written notice giving its reasons, if:

- you commit a Serious Breach;
- you act fraudulently; or
- you engage in public conduct that is illegal, hateful or harassing, or that VPG reasonably considers seriously damaging to its reputation.

11.3 A suspension lasts no longer than 30 days, after which VPG must either restore your participation or end it under section 11.2. Sales attributed to you during a suspension still earn commission unless they are connected with the matter that led to the suspension.

11.4 When your participation ends:

- you must stop using your Affiliate Link and Creator Discount Code in new content, and remove them and VPG brand material from your active channels (such as bios, link pages and pinned posts) within 14 days;
- content you have already published may stay published, including VPG products and logos as they appear in it, but its links will stop earning commission;
- VPG will pay commission on all orders with an Order Date before the end date that become Qualifying Sales, including those that qualify afterwards, together with any balance below the payment threshold in section 7.2, within 30 days of the last of those Qualifying Dates.

11.5 If VPG ends your participation for fraud or a Serious Breach, it may refuse to pay commission on orders that VPG reasonably shows are connected with that fraud or breach. All other commission is paid under section 11.4.

11.6 VPG may change or close the Programme by giving Affiliates 30 days' notice. Section 11.4 applies if the Programme closes.

11.7 Sections 4.9, 4.10, 6.5, 7, 9.4, 11.4, 11.5, 12, 13 and 14 continue to apply after your participation ends.

12. Data protection and confidentiality

12.1 VPG processes your personal data, such as your name, contact, channel and payment details, to run the Programme, as described in its privacy policy at https://vpgsim.co.uk/privacy-policy. This is done in line with the UK GDPR and EU GDPR as applicable.

12.2 Affiliate Reports show order-level sales information as described in section 4.9. VPG will not share its customers' personal data with you.

12.3 Any non-public information VPG shares with you, including unreleased products, launch dates, pricing and technical information, is confidential. You must not disclose it until VPG makes it public or gives you written permission.

12.4 VPG will keep your payment details, earnings and other non-public information about you confidential, except where it needs to share them with its service providers or advisers to run the Programme, or is required to by law.

13. Liability

13.1 You are responsible for your own content and for complying with the law and platform rules where you publish. You agree to compensate VPG for losses caused by your breach of these terms or by claims arising from your content, except to the extent they are caused by information or material VPG gave you.

13.2 Neither of us is liable to the other for loss of profits or any indirect loss. VPG is not liable for lost commission caused by tracking failures outside its reasonable control. Commission due to you under these terms is not "loss of profits" and is always recoverable.

13.3 Each party's total liability to the other under these terms is limited to the greater of £2,500 and the total commission paid or payable to you in the 12 months before the claim.

13.4 The limit in section 13.3 does not apply to VPG's obligation to pay commission due, or to your liability for fraud, breach of section 12.3, or claims by third parties arising from your content.

13.5 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything else that cannot be limited by law.

14. Changes, notices, disputes and governing law

14.1 VPG may update these terms by giving you at least 30 days' notice by email. Changes apply only to orders with an Order Date on or after the date the change takes effect, and do not change the Tier you hold at that date until the next Tier Review Date. If you continue in the Programme after the change takes effect, you accept the updated terms. If you do not agree, you may leave immediately by telling us before the change takes effect, and section 11.4 will apply.

14.2 You may not transfer your rights under these terms without VPG's written consent. VPG may transfer the Programme and these terms to a company in its group or to a buyer of its business, by telling you in writing.

14.3 Notices under these terms must be in writing and may be sent by email: by VPG, to the email address you gave in your application (as updated); by you, to marketing@vpgsim.co.uk. An email notice is treated as received on the next Business Day after it is sent.

14.4 If you have a dispute about these terms, including about commission, first raise it in writing with marketing@vpgsim.co.uk. VPG will reply within 10 Business Days. If it is not resolved within 20 Business Days of your first message, either of us will try in good faith to settle it within a further 20 Business Days. Neither of us may start court proceedings before then, except to seek urgent relief.

14.5 These terms, together with any separate written agreement signed by VPG under section 1.3, are the whole agreement between you and VPG about the Programme. Messages, direct messages or conversations do not change these terms unless they are confirmed in a written agreement signed by VPG.

14.6 If any part of these terms is found unenforceable, the rest remains in force.

14.7 Nobody other than you and VPG has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

14.8 These terms are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

14.9 Questions about the Programme: marketing@vpgsim.co.uk.

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