

## Facebook Gaming Ads and Pages Addendum



This Facebook Gaming Ads and Pages Addendum (the “**Addendum**”) supplements the terms of: (a) the Statement of Rights and Responsibilities (currently found at <http://www.facebook.com/terms.php>) and all policies incorporated therein (the “**SRR**”) as applicable to any gaming/gambling related Facebook Page (“**Gaming Pages**”) created by or on behalf of undersigned entity (“**Client**”) or any of its subsidiaries or affiliates that Facebook agrees in writing from time to time are to be covered by this Addendum (with Client collectively, “**Client Entities**”); and (b) any insertion order or the Facebook Advertising Terms and Conditions (currently found at [https://www.facebook.com/business/direct\\_terms\\_ads\\_en.php](https://www.facebook.com/business/direct_terms_ads_en.php)) (the “**Advertising Terms and Conditions**”) applicable to any gaming/gambling-related advertisements, sponsored stories and commercial content (“**Gaming Ads**”) submitted or booked by or on behalf of any Client Entity to Facebook, Inc. or any of its subsidiaries or affiliates (collectively, “**Facebook**”) on or after the execution of this Addendum. Capitalized terms used but not defined in this Addendum have the meaning given to them in the Advertising Terms and Conditions. The Advertising Terms and Conditions as amended by this Addendum are collectively referred to herein as the “**Agreement**”. The obligations set forth in this Addendum apply in addition to those contained in the SRR and the Advertising Terms and Conditions.

### **Section 1. Gaming Ads.**

1.1 Client Entities may, from time to time, submit Gaming Ads intended for display in certain jurisdictions for display by Facebook. Client will ensure that each proposed Gaming Ad is accompanied by: the specific targeting options and keywords desired by the Client Entity (“**Targeting**”); any licenses, notices, permits and registrations that are required to be in place as a matter of applicable law in connection with the Gaming Ads, the content therein, and Client’s and each applicable Client Entity’s Products or conduct (collectively, “**Licenses**”); links to the applicable landing pages (“**Landing Pages**”); a duly executed copy of this Addendum; and any supplemental information requested by Facebook, including with respect to game structure or technology. Facebook may review such materials and, in its sole discretion, approve or disapprove in principle of display of Gaming Ad(s) on the Facebook site for some or all of the territories targeted and some or all of the Landing Pages.

1.2 Where Client does not itself hold all Licenses under which the gambling activity promoted in the Gaming Ads and/or on the Landing Pages is provided to users in applicable territories, Client must ensure execution of this Addendum by each entity holding such License(s) (“**Gambling Licensee(s)**”) and their adherence to all Gambling Licensee obligations hereunder.

1.3 To the extent that any Client Entities use Facebook’s self-serve online advertising systems, Client agrees that they will not submit any Gaming Ads to such systems without Facebook’s written or e-mail approval of the Landing Page(s) for advertising to the territories targeted and they will comply fully with all conditions and restrictions stipulated by Facebook in connection with such approval.

1.4 Facebook approval under this Addendum may be subject to such conditions and restrictions as Facebook may stipulate, and may be withdrawn at any time with or without notice. Any approval is subject to Client and Gaming Ads complying fully with this Agreement, and is without prejudice to Facebook’s rights under this Agreement, including without limitation its rights to review and reject ads in its sole discretion. Approval hereunder does not amount to any endorsement of the material/activity approved, or an acceptance by Facebook that the same complies with this Agreement or applicable laws and regulations.

**Section 2. Gaming Pages.** Client Entities may, from time to time, create one or more Gaming Pages. Only the administrator of such Gaming Page (“**Admin**”) will be allowed to post content to or distribute content on connection with such Gaming Page (including, without limitation, status updates, inbox messages, piece of creative hosted on a Gaming Page tab, etc.). Client will ensure that functionality available to Facebook users with respect to such Gaming Pages will be restricted solely to “comment” on or “like” such content.

### **Section 3. Client and Gambling Licensee Responsibilities**

3.1 Client is solely responsible for all targeting options and keywords in connection with the Gaming Ads and Gaming Pages. Notwithstanding the foregoing, Advertiser will ensure that all Gaming Ads and Gaming Pages are targeted or gated only at users over the age of 18 (or the minimum legal age at which individuals may use and be targeted with ads for Client’s Products in the applicable territory) and only to the specific jurisdiction(s) for which such Gaming Ad is approved by Facebook and in which Client is permitted to run such Gaming Ad and promote its Products.

3.2 At Facebook’s request, Client and/or Gambling Licensee (as applicable) will provide Facebook with copies of all current Licenses, as well as supplemental information regarding Client’s business or game structure, which may include a legal opinion from qualified counsel regarding Client’s or Gambling Licensee’s (as applicable) compliance with this Addendum and all Applicable Laws. Client will notify Facebook immediately if any of the warranties, representations, or covenants in this Addendum or in the Agreement is no longer true or correct, or if there is a material change to any information previously provided to Facebook in connection with this Addendum (whether as to Licenses, provisional Licenses, game mechanic, regulatory investigations, legal actions or otherwise).

3.3 Client and each Gambling Licensee will promptly give Facebook all reasonable co-operation and assistance in the event of any regulatory investigation or legal action relating wholly or partly to any of their Products. Client will procure that each Client Entity shall do likewise.

3.4 None of Facebook's approval, suggestion, or other action in connection with any Gaming Ad, Gaming Page, or the Agreement shall in any way limit any of Client's or any Gambling Licensee's obligations under the Agreement or this Addendum, including its indemnification obligations, or its obligation to comply with all Applicable Laws.

#### Section 4. Representations and Warranties.

4.1 Client warrants, represents and undertakes that for so long as any Client Entity Gaming Ads or Gaming Pages are placed with or maintained on Facebook: (a) all Gaming Ads, the Products, Landing Pages and Gaming Pages (and the respective content in each), all Targeting, and all Client and Gambling Licensee activity in connection with any of them, will comply with the Agreement and with all applicable laws, regulations, regulatory requirements, directives, licenses and codes of practices, including all applicable gambling and lottery laws ("**Applicable Laws**"); and (b) all information made available to Facebook by or on behalf of Client in relation to any of the foregoing is true and not misleading; and (c) all Licenses are and will be maintained in place.

4.2 Each of Client and the Gambling Licensee(s) warrants, represents and undertakes that, for so long as any Gaming Ads are placed with Facebook, it is not a party to any lawsuit, demand, proceeding, investigation, or regulatory inquiry with respect to the legality of its Products or the Gaming Ads, and none of the foregoing are suspected to be in violation of any term of the Agreement or any Applicable Law. Client gives all warranties, representations and undertakings under the Agreement on behalf of all Client Entities as well as on its own behalf.

**Section 5. Termination.** Facebook may, at any time, terminate the Addendum or remove or suspend any specific Gaming Ad for any reason or no reason and in its sole discretion without notice to Client or any Gambling Licensee.

**Section 6. Indemnification.** Each of Client and the Gambling Licensee(s) shall indemnify and defend Facebook, its agents, and affiliates and their respective directors, officers, employees ("**Facebook Indemnified Persons**") from and against any claims, losses, liabilities, expenses, fines, damages and settlement amounts (including legal fees and costs) incurred by any Facebook Indemnified Person(s) arising out of its own breach of this Addendum.

**Section 7. Entire Agreement.** The Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended except by a written document executed by authorized representatives of each party. This Addendum may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

#### ACKNOWLEDGED AND AGREED:



<b>Facebook, Inc.</b>  <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Signature Date:</b> _____	<b>Client:</b>  _____ <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Signature Date:</b> _____
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Where

<b>Gambling Licensee:</b> _____ <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____ <b>Signature Date:</b> _____
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applicable\*:

\* Where there are multiple Gambling Licensees, extra boxes can be added.