

## ADVERTISING GAMBLING TERMS AND CONDITIONS

Customer's participation in the Program is subject at all times to its acceptance of and compliance with the Terms and these additional Advertising Gambling Terms and Conditions (the "Gambling Terms"). A defined term used in these Gambling Terms, which is not defined herein, shall have the same meaning set forth in the Terms. "Gambling Advertisements" mean any advertisements for gambling activities submitted to the Program by Customer pursuant to these Advertising Gambling Terms and Conditions. As used herein, "Applicable Laws" mean all laws, regulations, and relevant codes of practice that apply to Customer's Gambling Advertisements as displayed in Canada and in any of its provinces and territories.

1. Customer further warrants, represents, and undertakes that: (a) all Gambling Advertisements will comply with all Applicable Laws and with the terms of the gambling license, registration, or other authorization (the "Gambling License") which Customer is subject to (and will send a copy of such License to Twitter); and (b) with respect to Customer's gambling activities, Customer will encourage responsible gambling by including messages that invite players to play conscientiously for the primary purpose of entertainment, or any other messages as may be required by Applicable Laws; will not invite, encourage, or permit underage users to gamble and will maintain appropriate age verification systems and procedures, including but not limited to: i. warning potential end users that underage gambling is an offence; ii. requiring end users to affirm that they are of legal age; iii. regularly reviewing its age verification systems; and iv. ensuring that relevant staff are properly trained in the use of age verification systems.

2. If Customer runs any pay-to-play sport betting product (fantasy sports contests are considered a type of sport betting for the purpose of these Gambling Terms) and does not hold a Gambling License for this purpose, Customer further represents and warrants that Customer is not required by any Applicable Laws to hold a Gambling License to offer and advertise such product.

3. For the ad formats Timeline Takeover, Trend Takeover and Trend Takeover+, Customer understands that Twitter currently does not offer an age gating or an in-country geo gating capability for these products, and Customer further warrants, represents and undertakes that all Gambling Advertisements shall nonetheless remain compliant with Applicable Laws and subject to the Gambling License. Twitter does not endorse nor support any actions in which the material on this product is used for purposes that extend beyond the Gambling License to which Customer is subject to and/or any Applicable Laws.

For additional information on Takeover Ads, please visit:

<https://business.twitter.com/en/advertising/takeover.html>.

4. If the Gambling License is terminated, Customer must immediately inform Twitter and remove all Gambling Advertisements from the Program.

5. If the Gambling License is amended in any way, Customer must immediately inform Twitter and send an updated copy of the license as soon as possible, together with an explanation of the changes in so far as they relate to the lawful advertising of Customer's gambling activities in Canada.

6. Customer must inform Twitter immediately if Customer becomes the subject of any investigation or ruling by any applicable legal or regulatory authority, or any industry regulatory body, that may be relevant to the Gambling Advertisements.

7. Customer is currently permitted to display Gambling Advertisements only within Canada and to the extent permitted by its Gambling License and Applicable Laws. If Customer attempts to set its account to target other jurisdictions, without prejudice to any other remedies that Twitter may have, Twitter may terminate Customer's account immediately.

8. Customer shall indemnify and defend Twitter, its agents, affiliates, licensors, directors, officers, employees and partners ("Twitter Indemnified Persons") from and against any claims, losses, liabilities, expenses, damages and settlement amounts (including legal fees and costs) incurred by any Twitter Indemnified Person(s) arising out of Customer's or Customer's agent's breach of these Advertising Gambling Terms and Conditions.

9. No binding agreement is entered into until such time as Twitter notifies Customer that its application has been accepted. Twitter reserves the right to terminate the Gambling Advertisements at any time in accordance with its rights set out in the Terms, or if it otherwise decides to no longer include gambling advertisements as part of the Program.

I HAVE READ AND ACCEPT THE ADVERTISING GAMBLING TERMS AND CONDITIONS. I AM DULY AUTHORIZED TO ACCEPT THESE ADVERTISING GAMBLING TERMS AND CONDITIONS ON BEHALF OF CUSTOMER.

Customer:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_