

## Auction Terms & Conditions for Online Gambling Billboard Packages - 30 Sept 2022

### 1. General

- 1.1 These Auction Terms & Conditions for Online Gambling Billboard Packages (hereinafter: **Auction Terms & Conditions**) apply to this auction by subscription (hereinafter: Auction). In addition, the Algemene Voorwaarden Verkoop Advertentieruimte en Brand Partnership Ad Alliance (the Ad Alliance General Terms and Conditions of Sale of Advertising Space and Brand Partnership), the purchasing terms & conditions (TV and Online), the Spelregels en Richtlijnen voor Billboards en Breakbumpers (the Rules of Play and Guidelines for Billboards and Break bumpers), the Verwerkersvoorwaarden (the Processing Terms & Conditions), and the other terms & conditions and specifications with respect to the Zenders en Digitale Platformen (Channels and Digital Platforms), as published at [adalliance.nl/inkoopinformatie/](http://adalliance.nl/inkoopinformatie/) (which, for the sake of avoidance of misunderstanding includes all documents found under the heading "Inkoopinfo" (Purchasing Info)), apply (jointly referred to as **Terms & Conditions**). The Auction Terms & Conditions form an integral part of this Auction, unless expressly agreed otherwise in these Auction Terms & Conditions.
- 1.2 From the moment a bid has been submitted, the regular cancellation policy for Billboarding shall apply, which can be consulted via: [adalliance.nl/inkoopinformatie/billboarding-2022/](http://adalliance.nl/inkoopinformatie/billboarding-2022/).
- 1.3 In the event of any conflict between these Auction Terms & Conditions and the Terms & Conditions, the provisions of these Auction Terms & Conditions shall prevail.
- 1.4 Unless expressly stated otherwise, the capitalised words in these Auction Terms & Conditions shall have the meaning given to them in the Terms & Conditions or the Auction Terms & Conditions.
- 1.5 Ad Alliance reserves the right to change the Auction Terms & Conditions and/or the Terms & Conditions at any time.

### 2. Supervision

- 2.1 The course of this Auction, the participants' bids in the Auction and the outcome thereof shall be supervised by notary S. van der Waal (hereinafter: the **Notary**), employed by Buren N.V. ([www.burenlegal.com](http://www.burenlegal.com)), or their deputy. Ad Alliance has requested that the notary (i) shall notarially supervise the progress of the entry of the bids during the term of the Auction, (ii) compliance with the Auction Terms & Conditions and (iii) the establishment of the bids and the result. The Notary shall verify the outcome of the bids and communicate their findings to Ad Alliance. The notarial supervision shall take place during the period that the Auction runs.

### 3. Package terms & conditions for online gambling billboards

- 3.1 The billboard packages consist of sponsor entries of five (5) seconds at the start and/or at the end of a program (billboard) and/or at the start and/or at the end of a program-interrupting advertising block (break bumper), also known as five (5) second flip billboards.
- 3.2 Ad Alliance offers two types of billboard packages for providers of online gambling:

- a. the 'Early Package', broadcasting only neutral billboards and break bumpers between 17.00 and 22.00 pm. A neutral billboard and/or break bumper only communicates a stationary mention of the brand/logo of the provider of online gambling, plus the pronounced mention of sponsoring. The following is not possible with a neutral billboard and/or break bumper (i) showing and/or stating a pay-off; (ii) showing a moving image; and (iii) showing and/or naming the URL, unless the URL is part of the registered brand name of the relevant provider of online gambling.
- b. the 'Late Package': allowing neutral and regular billboards and break bumpers to be broadcast between 22.00 and 26.00 pm. A regular billboard and/or break bumper communicates the brand/logo of the provider of online gambling plus the explicit sponsor mention, with the option to show and/or name a pay-off and to show a moving image. Showing and/or stating the URL is not permitted with regular billboards and/or break bumpers, unless the URL is part of the registered brand name of the relevant provider of online gambling.

The Early Package and the Late Package are hereinafter jointly referred to as: the 'Billboard Package(s)'.

- 3.3 Billboards and break bumpers should always contain the industry's prescribed message "Wat kost gokken jou? Stop op tijd. 18+" (What is the cost of gambling for you? Know when to quit. 18+) and must be produced in compliance with the Zender vastgestelde Spelregels en Richtlijnen voor Billboards en Breakbumpers (the Rules of Play and Guidelines for Billboards and Break Bumpers established by the Channel), as published at [adalliance.co.uk/inkoopinformatie/](http://adalliance.co.uk/inkoopinformatie/).
- 3.4 For each type of Billboard package, Ad Alliance offers a number of Billboard packages per month to be determined by Ad Alliance. The number of Billboard packages that Ad Alliance offers may vary per month and shall be communicated in writing by Ad Alliance prior to the auction.
- 3.5 The number of GRPs to be determined by Ad Alliance and the minimum price as determined by Ad Alliance at which a Billboard package can be sold (hereinafter: the **Floor Price**) vary per month and per Billboard package and shall be communicated in writing by Ad Alliance prior to the auction.
- 3.6 The Billboard packages shall have a certain number of GRPs in the target group of 25-54 years old, to be determined by Ad Alliance. Deviating from this fixed number of GRPs is not possible, nor is it possible to choose a different target group.
- 3.7 A Billboard package can only be used for a single brand. In other words, the available GRPs per package cannot be divided between two or more brands.
- 3.8 The GRP target per Billboard package set by Ad Alliance is the point of departure. Overscores shall not be charged. In the event of Underscores, the GRPs actually achieved shall be charged. Underscores and/or Overscores shall not be offset against other packages and/or other products and services offered by Ad Alliance.
- 3.9 The Billboard packages shall have a term of at least three (3) consecutive weeks of your choice, with the exception of October 2022, within the purchased calendar month. It is not possible to deploy Billboard packages across different months.
- 3.10 Ad Alliance shall distribute the Billboard packages in a floating manner. Steering towards and/or exclusion from specific programmes and/or Channels is not possible.

- 3.11 Ad Alliance shall aim to position approximately 70% of the GRPs on the RTL channels. This is an indication rather than a guarantee. Compensation cannot be claimed if the actual distribution of the GRPs among the channels deviates from this indication.
- 3.12 The billboards and/or break bumpers shall be booked based on the provisionally scheduled transmission times of the relevant programme. The actual broadcast times may differ from the provisionally scheduled broadcast times of a programme, as a result of which a billboard and/or break bumper may be broadcast outside of the period for which the Billboard Package was purchased. Before the billboards and/or break bumpers are definitively booked in, Ad Alliance will check whether the billboards and/or break bumpers meet the conditions set out in Article 3.2 and the requirements set out in the Terms & Conditions, including the 'Spelregels en Richtlijnen voor Billboards en Breakbumpers'. If this is not the case, the provider of online gambling must appropriately adjust the billboard and/or break bumper before the agreed delivery period.
- 3.13 Regarding the billboards and/or break bumpers, exclusivity applies for the benefit of the brand of the relevant provider of online gambling within the industry: 'online gambling and other games of chance'. This means that no other party in the aforementioned industry shall be listed as a sponsor in the series of successive five-second flip billboards at the start and/or at the end of a programme (billboard) and/or at the start and/or at the end of a programme-interrupting Advertising Block (break bumper). Other providers of games of chance are understood to mean all providers of games of chance that are not providers of online gambling.
- 3.14 It is possible, however, that the billboards and/or break bumpers are positioned around programmes, whereby an Advertising Block is broadcast prior to and/or after the end of this programme in which a Commercial by another provider of (online) games of chance can be seen.
- 3.15 It is not permitted for a provider of (online) games of chance to run a billboard campaign for online gambling and other games of chance (other than a lottery or scratch lottery) at the same time. Billboard campaigns for other games of chance that have already been purchased, other than a lottery or scratch lottery, must in that case only be used if the provider of (online) game of chance chooses to purchase a Billboard package for online gambling that will be broadcast in the same period.
- 3.16 Programmes and channels with too young a profile (>25% of viewers under the age of 24) are excluded from the use of these Billboard packages.
- 3.17 The Billboard package is not allocated to the 24Kitchen, Eurosport, ESPN, Ziggo Sport, XITE, MTV, National Geographic and Fox channels.

#### **4. Terms & Conditions and course of the auction**

- 4.1 The Auction is exclusively accessible to all (legally valid representative(s) of) providers of online gambling who are in possession of a valid licence issued by the Raad van Bestuur van de Kansspelautoriteit (the Board of Directors of the Netherlands Gambling Authority) (**KSA**) to organise remote games of chance (online gambling).

- 4.2 Providers of online gambling who wish to bid on the Billboard packages must register prior to the Auction by sending an email to: [bbveiling@adalliance.nl](mailto:bbveiling@adalliance.nl). Only providers of online gambling who are registered shall be allowed to participate in the Auction.
- 4.3 After registration, the participating providers of online gambling shall receive a bidding form to place a bid on the desired Billboard packages. Only fully and correctly completed bidding forms shall be processed.
- 4.4 Only bids above the Floor Price shall be processed.
- 4.5 If the (legally valid representative(s) of the) provider of online gambling has made a bid by means of the bid form, then this provider is unconditionally and irrevocably bound to their bid from the moment the bid is made until the moment the auction is completed.
- 4.6 Once a bid has been made, it cannot be modified or withdrawn by the provider of the online game of chance.
- 4.7 Bids shall only be processed if they have been received within the relevant auction period set by ad Alliance at the email address [bbveiling@adalliance.nl](mailto:bbveiling@adalliance.nl). The bids shall only be eligible to participate in the Auction after confirmation of receipt in writing by Ad Alliance. This confirmation shall be sent by Ad Alliance as soon as possible.
- 4.8 Providers of online gambling may purchase a maximum of one (1) Early Package and one (1) Late Package per month, per brand.
- 4.9 Bids can be made on a specific day or part of a day as indicated in advance by Ad Alliance. Only bids within this bidding period shall be processed.
- 4.10 If both the provider of online gambling and the Agency that represents this provider's bid on the same Billboard package for the same brand, then both bids shall be invalid. In that case, Ad Alliance shall contact both the provider and the Agency to discuss this.
- 4.11 Providers of online gambling who participate in the Auction shall guarantee that they have not coordinated the bids with other providers of online gambling and shall indemnify Ad Alliance against any damage and/or claims in this regard.
- 4.12 Only Ad Alliance and the Notary shall have access to the bids the participants have submitted. This means that providers of online gambling who participate in the Auction shall have no insight into the bids and that no communication shall take place about the amount of the bids. Ad Alliance, the Notary and participants in the Auction undertake to treat all confidential information they have obtained in the context of the Auction as confidential and to use it exclusively in accordance with the provisions of these Auction Terms & Conditions. The Parties shall use confidential data solely in the context of the execution of the Auction and any subsequent sponsorship agreement.
- 4.13 Billboard packages shall be sold on a monthly basis per Auction to the highest bidder(s), provided that the bid is higher than the Floor Price and that the Auction Terms & Conditions and the Terms & Conditions must be met. If the aforementioned conditions are not met, Ad Alliance shall be entitled not to recognise the bid and to declare it invalid and to auction the relevant Billboard package again, or to offer it to the second highest bidder.
- 4.14 In the case of multiple bids for the same amount, priority shall be given to the bid that was first received by Ad Alliance.

- 4.15 The results of the Auction shall be communicated to the participants as soon as possible. Ad Alliance shall strive to give the participants of the Auction a definitive answer on the day of submission of the bids. Ad Alliance shall only communicate whether or not a Billboard package has been allocated to the relevant participant. The results shall be provided on a day and/or time specified in advance by Ad Alliance.
- 4.16 Correspondence about the outcome of the Auction shall take place via the email address used to submit the bid.
- 4.17 A sponsorship agreement shall be concluded once Ad Alliance has confirmed in writing to the relevant participant that the Billboard package has been sold to them as a result of the bid made. The Terms & Conditions shall apply to this sponsorship agreement.
- 4.18 Ad Alliance shall be entitled to demand from the provider of online gambling, upon or after allocation of the Billboard package purchased, immediate full or partial payment of the purchase price and/or to demand that a guarantee be provided for the fulfilment of its obligations.

## **5. Liability**

- 5.1 Ad Alliance excludes any liability in relation to the Auction. Ad Alliance does not warrant that the Auction shall be uninterrupted or fully available at all times, and reserves the right to block or disable, without announcements, the Auction for maintenance, modification or improvement, or otherwise change it. Ad Alliance shall not be liable for any damage incurred as a result of this for participants in the Auction and/or third parties.
- 5.2 Descriptions of the Billboard packages and all written and/or oral information shall be provided by Ad Alliance to the best of their knowledge. Ad Alliance shall not accept any liability for the inaccuracy of the description of the Billboard packages or incorrect information.

*DISCLAIMER: This English version is a translation of the original in Dutch, for information purposes only.*

*In case of a discrepancy, the Dutch original shall prevail.*