



Report

Federal Office of Public Health FOPH

Google Ads in the area of addiction prevention and addiction treatment services

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1. Introduction

Feinheit has compiled this report about the current situation with regard to Google Ads in the area of addiction treatment services and addiction prevention on behalf of the Federal Office of Public Health (FOPH).

For a long time now, it has been difficult or even impossible to serve Google Ads in the area of addiction services. This is because adverts containing certain search terms (e.g. addiction treatment) are not allowed. The situation does not look likely to change any time soon. This report came about as a result of the persistent problems and lack of opportunities for addiction treatment organisations (section 3.2).

The aim of the report is to discuss the current situation and to tease out the facts. On the one hand, this is to gauge and document the status quo in a way that is as comprehensive and up to date as possible. On the other, it seeks to raise awareness of the situation in the field of addiction services and prevention and to pass on some useful insights.

1.1 Methodology and sources

The report draws on various methods and sources. Based on our current knowledge as an agency, we carried out web searches (media reports, public information from Google etc.). We also conducted interviews with experts from the field in order to include their views, experience and expertise in the report.

In order to reflect the reality of specialist addiction organisations, a workshop was held while the report was being drawn up to verify the statements made in the report and to collect other views and voices on the topic.

2. Google Ads: Basic principles and how it works

This section explains the fundamental concepts and mechanisms behind Google Ads to highlight how the platform works. Understanding these basic concepts is crucial in order to plan and execute effective and successful Google Ads campaigns.

2.1 Definition and history

Google Ads, formerly Google AdWords, is an online advertising platform that was developed by Google and allows advertisers to display their adverts in Google search results and in the Google Display Network. The Display Network is a network of websites on which banners can be served via Google Ads. Video adverts can also be served on YouTube as a third element. The platform was launched in 2000 and has since evolved to become one of the most important and influential advertising channels in digital marketing. Through the targeted serving of adverts that depend on search terms, demographic characteristics and users' interests, Google Ads allows advertisers to effectively address their target groups and enhance their online presence. The launch of Google Ads fundamentally changed the way in which companies and organisations advertise online and reach their target audience. Over the years Google has continually expanded and optimised its advertising system to cater to the requirements of advertisers and to satisfy the constantly-changing market conditions.

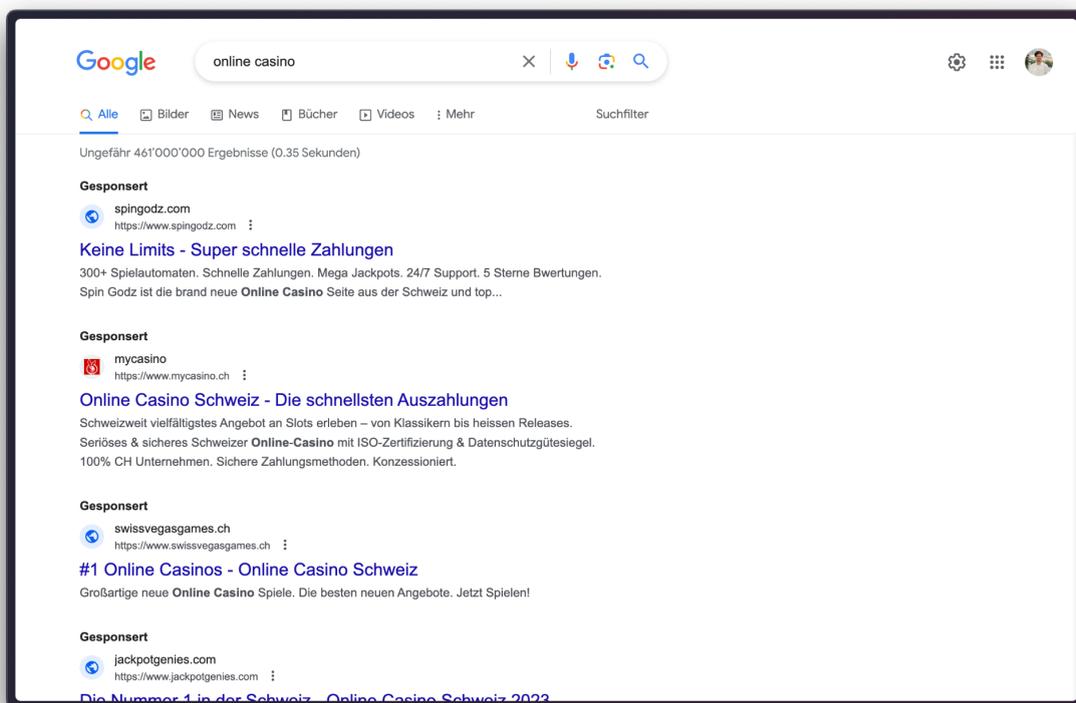
One of the developments is the Google Ad Grants offering (Google¹). This involves ZEWO-certified and tax-exempt nonprofit organisations receiving a budget for free search

¹ Google. "Google Ad Grants – Kostenlose Google Anzeigen für Nonprofit-Organisationen." *Google*, Unbekannt, https://www.google.com/intl/de_ch/grants/. Accessed 22 May 2023.

engine advertising with Google worth USD 10,000 a month. However, the functional scope of this offering is limited and it does not include the same possibilities as conventional Google Ads. This means there are restrictions in the definition of keywords and in the possibilities for budget optimisation in view of the campaign objectives. We also assume from experience that advertisers with Google Ad grants rank lower down in the search results as soon as the same keywords are used by advertisers serving conventional Google Ads.

It all started at Google with the conventional search where different website results are displayed without extra money being spent. These are known as organic search results. They still exist today and continue to be a way to find organisations and their offerings without the use of Google Ads.

However, the top search results are now often paid thanks to the possibilities offered by Google Ads. They are labelled in the search results as "sponsored".



(Figure 1: Screenshot of search results on google.ch via a laptop)

All the websites found after the four sponsored ads are organic search results.

Cost-per-Action (CPA), where advertisers only pay if users carry out a certain action, e.g. signing up to something or buying something. These different billing models allow advertisers to gear their campaigns to different marketing objectives, and to measure and optimise the results.

2.4 Quality score and ad ranking

The quality score is a central feature of the Google Ads system and influences both the ranking and the costs of adverts. It indicates the relevance and quality of an ad and uses a scale of 1 to 10, where 10 represents the highest quality. The quality score is based on three main components: the expected clickthrough rate (CTR), ad relevance and landing page experience.

The expected clickthrough rate indicates how likely it is that users will click on an ad based on previous clickthrough rates for ads with similar keywords. Ad relevance measures how closely the ad matches a user's search intent. Finally, the landing page experience gauges how useful and informative the landing page is for users who click on it, and whether it is easy to navigate.

A high quality score is not only advantageous to ensure a better ad ranking and lower costs, it also reflects a positive user experience. Google rewards advertisers that produce high-quality and relevant ads by offering them a higher ranking in the search results and lower costs per click.

It is therefore important for advertisers to consistently work on improving their quality score by using relevant ad copy and keywords, ensuring a good landing page experience for users, and regularly analysing and optimising ad campaigns.

Twinking the parameters of the quality score helps a website maintain or improve its visibility in the organic search results.

3. Background on addiction services

This section presents the facts on Google Ads regarding addiction services. The conclusions are set out at the end of the section (3.3).

To start with, it is worth noting that the possibilities for using Google Ad products in the area of addiction services have been severely limited or virtually non-existent for a long time now. By contrast, the gambling and alcohol industries have more or less unlimited freedom to use these products.

3.1 Google restrictions

The legal basis for Google's restrictions are the Google Ads Terms and Conditions (section 7.3.1). They have to be accepted in order to use Google Ads. The Terms and Conditions contain a reference to the Google Ads advertising policies, which also apply to Google Ad Grants. In these advertising policies there is a whole page (Google²) on healthcare and medicines.

The restrictions for addiction services are cited as follows:

"Google restricts advertising for recovery-oriented drug and alcohol addiction services.

² Google. "Gesundheit und Medizin." *Google Ads-Werberichtlinie-Hilfe*, 7 May 2019, <https://support.google.com/adspolicy/answer/176031?sjid=9738027429493897645-EU>. Accessed 22 May 2023.

Examples of recovery-oriented addiction services: Clinical addiction treatment providers, recovery support services like sober living environments and mutual help organizations, lead generators or referral agencies for addiction services, crisis hotlines for drug and alcohol addiction.

Countries

Google only allows ads for addiction services in Australia, Ireland, New Zealand, and the United States. Google does not allow ads for addiction services in other countries.

Keywords

Google allows only addiction services advertisers to bid on keywords relating to drug and alcohol addiction.

Certification

Addiction services advertisers must be certified by Google in order to serve ads. Check the country-specific requirements under *How does this policy differ from country to country?* See also the section *Apply for healthcare products and services certification.*"

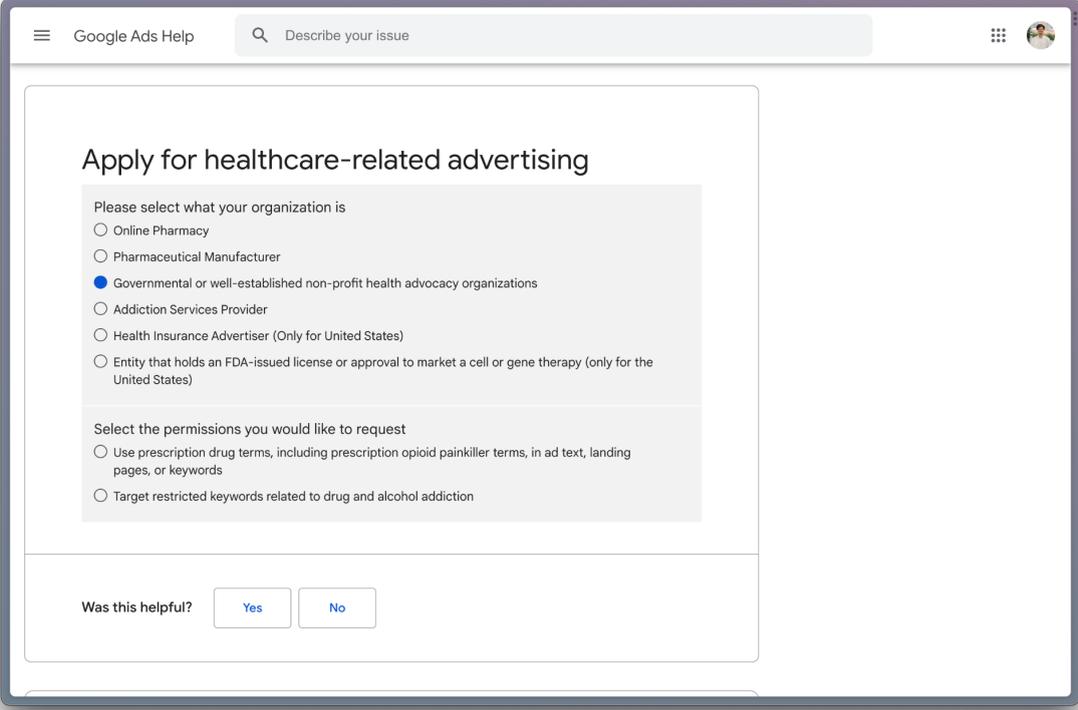
A closer examination of the differences in this policy from country to country does not reveal any more precise details about Switzerland. Switzerland comes under the "Other" category and there are no additional statements on addiction services to be found (Google³).

In the further information on certifications (Google⁴), in the "Other" category, there is an application form which is only available for online pharmacies and pharmaceutical manufacturers.

³ Google. "Inwiefern unterscheidet sich diese Richtlinie von Land zu Land?" *Google Ads-Werberichtlinie-Hilfe*, 7 May 2019, <https://support.google.com/adwordspolicy/answer/176031?sjid=9738027429493897645-EU#country>. Accessed 22 May 2023.

⁴ Google. "Zertifizierung für Gesundheitsprodukte und -dienstleistungen beantragen." *Google Ads-Werberichtlinien-Hilfe*, Unbekannt, <https://support.google.com/adwordspolicy/answer/176031#apply>. Accessed 22 May 2023.

If we view this information in English, there is an application form under the same link but which only allows organisations in the United States to apply for certification.



The screenshot shows a web browser window with the Google Ads Help interface. The page title is "Apply for healthcare-related advertising". The form contains two main sections: "Please select what your organization is" and "Select the permissions you would like to request".

Please select what your organization is

- Online Pharmacy
- Pharmaceutical Manufacturer
- Governmental or well-established non-profit health advocacy organizations
- Addiction Services Provider
- Health Insurance Advertiser (Only for United States)
- Entity that holds an FDA-issued license or approval to market a cell or gene therapy (only for the United States)

Select the permissions you would like to request

- Use prescription drug terms, including prescription opioid painkiller terms, in ad text, landing pages, or keywords
- Target restricted keywords related to drug and alcohol addiction

At the bottom of the form, there is a feedback question: "Was this helpful?" with two buttons: "Yes" and "No".

(Figure 3: Screenshot 1 of the form "Apply for healthcare-related advertising")

Google Ads Help

Apply for healthcare-related advertising

Please select what your organization is [Governmental or well-established non-profit health advocacy organizations](#)

Select the permissions you would like to request [Target restricted keywords related to drug and alcohol addiction](#)

* Required field

Select one country you're targeting *

USA

Customer Details

Full customer name *

Contact name *

Moritz Friess

Google Ads Help

Contact email *

mof@feinheit.ch

Google Ads Account Details

Website URL(s) *

Which organization do you represent? *

Governmental organization

Non-profit health advocacy organization

Select a Google Ads Customer ID

If you are an agency or someone who manages multiple Google Ads accounts, please do not enter the Customer ID for your [Google Ads Manager Account](#). Please select the Customer ID for the individual account. [Learn how to find your Google Ads customer ID.](#)

Google Ads account

Only you can see this info

Email CC

(Figures 4 and 5: Screenshot 2 and 3 of the form "Apply for healthcare-related advertising")

The details regarding certification in the listed countries (Australia, Ireland, New Zealand and the United States) is detailed in the individual lists (Google⁵):

- Australia: Only government entities can advertise addiction services on Google.
- Ireland: Only government entities can advertise addiction services on Google.
- New Zealand: Only government entities can advertise addiction services on Google.
- United States: To advertise drug and alcohol addiction services, advertisers need to be certified by LegitScript.
- Not all drug and alcohol addiction services are eligible for LegitScript Certification. Those not eligible for certification, such as sober homes and referral agencies, are not allowed to advertise for drug and alcohol addiction services on Google. LegitScript charges a fee for processing and monitoring applicants, but fee waivers may be available in certain circumstances. To learn more about LegitScript Certification and submit an application, visit LegitScript's website.
(<https://www.legitscript.com/2019/08/13/addiction-treatment-certification/?sjid=9738027429493897645-EU>).

The only time indication in this advertising policy on addiction services is dated April/May 2018 (Google⁶). That is apparently the last time the policy was updated. However, the policy does not contain any information about the justifications for the restrictions. The only remarks on that can be gleaned from media reports from the United States, some of which contain official statements by Google employees.

An article in *The New York Times* (Corkery⁷), dated September 2017, contains the most detailed discussion of the topic. It appears to set out the reasons behind the initial complete ban on addiction service advertising. It cites unprofessional and unfit rehab services in relation to the opioid crisis in the United States. According to another article in *The Verge* (Ferguson⁸), the move followed a report that same publication had previously published on the issue.

In April 2018, Reuters (Dave⁹) reported on a vetting process which would allow professional rehab services to get certified to be able to advertise using Google Ads again. This was barely a year after the complete ban was introduced.

Our research did not yield any response or statements from the World Health Organization (WHO). And currently there are no indications that the situation is about to change in Switzerland.

⁵ Google. "Inwiefern unterscheidet sich diese Richtlinie von Land zu Land?" *Google Ads-Werberichtlinie-Hilfe*, 7 May 2019, <https://support.google.com/adwordspolicy/answer/176031?sjid=9738027429493897645-EU#country>. Accessed 22 May 2023.

⁶ Google. "Gesundheit: Suchthilfe (April 2018) – Google Ads-Werberichtlinien-Hilfe." Google Support, <https://support.google.com/adspolicy/answer/7683376?hl=de>. Accessed 22 May 2023.

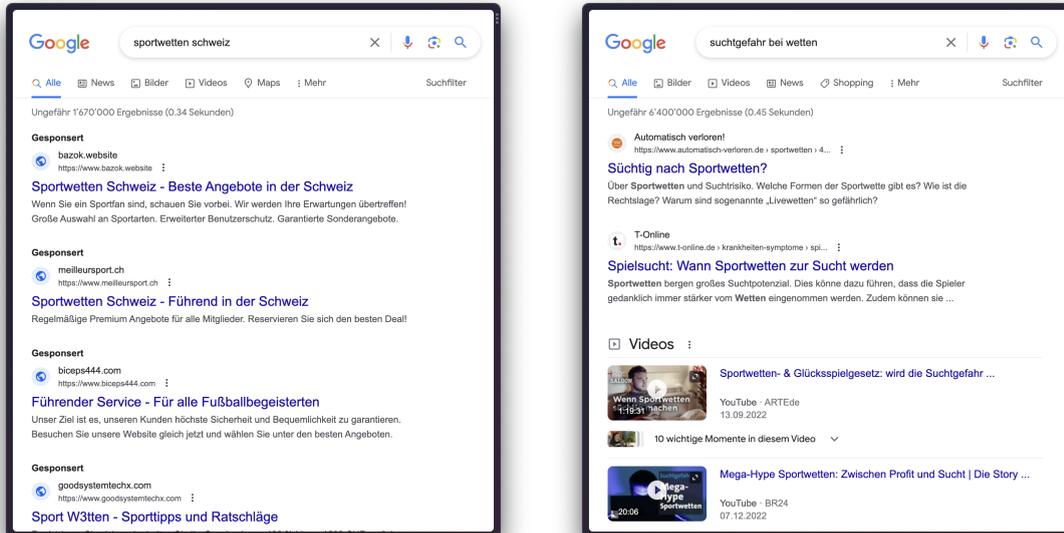
⁷ Corkery, Michael. "Google Sets Limits on Addiction Treatment Ads, Citing Safety (Published 2017)." *The New York Times*, 14 September 2017, <https://www.nytimes.com/2017/09/14/business/google-addiction-treatment-ads.html>. Accessed 22 May 2023.

⁸ Ferguson, Cat. "Exclusive: Google is cracking down on sketchy rehab ads." *The Verge*, 14 September 2017, <https://www.theverge.com/2017/9/14/16309752/google-rehabs-near-me-search-adwords-crackdown>. Accessed 22 May 2023.

⁹ Dave, Paresh. "Exclusive: Google unveils vetting process for drug rehab ads." *Reuters*, 16 April 2018, <https://www.reuters.com/article/us-alphabet-google-ads-exclusive-idUSKBN1HN28X>. Accessed 22 May 2023.

3.2 Different treatment: industry vs. addiction services

The way in which Google treats industry compared with addiction services is also an important element to consider in the context of this report. Some notable differences can be identified.



(Figures 6 and 7: Screenshot on the left: personal search results following a search for “sports betting Switzerland”. Screenshot on the right: search results following search for “risk of addiction to sports betting”)

No information was found on the reasons for this different treatment in our research. Google does not appear to have made any public statements about it.

3.2.1 Gambling

Organisations that offer gambling services in Switzerland can apply for certification to advertise lotteries, online casino games and sports betting on Google Ads. According to Google’s policies, the local laws and industry standards must be complied with. The policies do not contain any further information on how Google checks compliance after an organisation has been certified.

Application form (Google¹⁰) for gambling companies in Switzerland:

The screenshot shows a web browser window with the Google Ads help page for a gambling application. The page title is "Antrag für Glücksspielwerbung: Lizenz für ein einzelnes Land". Below the title, there is introductory text and two bullet points. The first bullet point states that content is only allowed in listed countries. The second bullet point mentions that state institutions can use a specific form. Below the text, there is a dropdown menu for "Land auswählen" with "Schweiz" selected. Underneath is a "Formular" section with a "Required field" label. The first field is "Ansprechpartner *" with the value "Moritz Friess". The second field is "Vollständiger Name des Kunden" and is currently empty.

(Figure 8: Screenshot of the form “Gambling application: single-country license”)

3.2.2 Alcohol

There is no certification process for the alcohol industry. There are three advertising policies (Google¹¹), that set out different restrictions. For Switzerland they are cited as follows:

1. Alcohol sale – Ads are considered to be promoting the sale of alcoholic beverages when one or more alcoholic beverages are featured in the ad, and alcohol can be purchased on the destination site or app.
2. Alcohol information – Branding and informational ads include promotions which focus on alcoholic beverages, or spread awareness of alcoholic beverages, but which do not offer them for online sale.
3. Irresponsible alcohol advertising – The following are considered to be irresponsible in alcohol-related advertising, and any ads containing this content will be disapproved:
 - a. Targeting individuals below the legal drinking age in any country where you want your ads to serve
 - b. Implying that drinking alcohol can improve social, sexual, professional, intellectual, or athletic standing
 - c. Implying that drinking alcohol provides health or therapeutic benefits. Example (non-exhaustive): "A wine a day keeps the doctor away"
 - d. Portraying excessive drinking favourably or featuring binge or competition drinking

¹⁰ Google. "Antrag für Glücksspielwerbung: Lizenz für ein einzelnes Land." *Google Ads-Hilfe*, 7 May 2019, <https://support.google.com/google-ads/troubleshooter/2893932?sjid=9738027429493897645-EU#ts=2893948>. Accessed 22 May 2023.

¹¹ Google. "Alkohol." *Google Ads-Werberichtlinien-Hilfe*, <https://support.google.com/adspolicy/answer/6012382?hl=de#zippy=%2C1%C3%A4nder-in-denen-solche-anzeigen-zul%C3%A4ssig-sind>. Accessed 22 May 2023.

- e. Showing alcohol consumption in conjunction with the operation of a vehicle of any kind, the operation of machinery, or the performance of any task requiring alertness or dexterity

3.2.3 Tobacco

There is a complete restriction on the use of Google Ads for the tobacco industry (Google¹²). The policy is listed under "Dangerous products or services" and is cited as follows:

-  Ads for tobacco or any product containing tobacco. Examples (non-exhaustive): cigarettes, cigars, snus, chewing tobacco, rolling tobacco, pipe tobacco
-  Ads for products that form a component part of a tobacco product, as well as products and services that directly facilitate or promote tobacco consumption
Examples (non-exhaustive): rolling papers, pipes, tobacco filters, hookah lounges, cigar bars
-  Ads for products designed to simulate tobacco smoking.
Examples (non-exhaustive): herbal cigarettes, electronic cigarettes (e-cigarettes)

¹² Google. "Gefährliche Produkte oder Dienstleistungen." *Google Ads-Werberichtlinien-Hilfe*, <https://support.google.com/adspolicy/answer/6014299?hl=de>. Accessed 22 May 2023.

3.2.4 Recreational drugs

The advertising policies (Google¹³) also contain statements about drugs. The relevant states:

-  The following is allowed: Ads for topical, hemp-derived cannabidiol (CBD) products with THC content of 0.3% or less. Examples: creams, sprays, roll-ons, lotions, bath bombs, candles. CBD advertisers must be certified by Google to serve ads. Advertisers are eligible to serve ads in California, Colorado, and Puerto Rico only. Certain formats, including YouTube Masthead, will not be eligible for serving. Further information can be found in the section below.
-  The following is not allowed: Ads for substances that alter mental state for the purpose of recreation or otherwise induce "highs". Examples (non-exhaustive): cocaine, crystal meth, heroin and other illegal opioids, marijuana, cocaine substitutes, mephedrone, "legal highs"
-  The following is not allowed: Ads for products or services marketed as facilitating recreational drug use: examples (non-exhaustive): pipes, bongs and cannabis coffee shops.
-  The following is not allowed: Ads for instructional content about producing, purchasing, or using recreational drugs. Examples (non-exhaustive): Forums to exchange tips or recommendations on drug use.

3.3 Implications of the current situation

The restrictions have different implications in different areas. The following section initially explains what they essentially mean for addiction support and prevention work. It then goes on to look specifically at the implications for communication and marketing. The insights come from our own experience and from our interviews with experts.

3.3.1 For addiction services and prevention work in general

In principle, Google's current treatment amounts to discrimination against health organisations in favour of the private sector. Until there is a clear legal basis that Google has to comply with, this is not likely to change. Various legal issues are still unresolved.

According to the experts interviewed, a nuanced view of the importance of Google Ads to addiction services is needed. This is because Google Ads are not required per se for the actual treatment of addicts. We also know from experience that various other routes can lead to successful addiction counselling or at least to people making use of addiction services. Seen this way, Google Ads combined with organic findability in the search engine are one part of the puzzle that addiction organisations are lacking.

For prevention work, the implications are somewhat greater as when campaigns seek to spread messages (e.g. to raise awareness and build trust), they need visibility in the media that are consumed by the target group (Interessengemeinschaft elektronische Medien Schweiz¹⁴). In this area, YouTube has been well ahead for a number of years.

¹³ Google. "Gefährliche Produkte oder Dienstleistungen." *Google Ads-Werberichtlinien-Hilfe*, <https://support.google.com/adspolicy/answer/6014299?hl=de>. Accessed 22 May 2023.

¹⁴ Interessengemeinschaft elektronische Medien Schweiz. "Digimonitor Studie Mediennutzung Schweiz." *IGEM*, <https://www.igem.ch/digimonitor-studie-mediennutzung/>. Accessed 22 May 2023.

With a market share of 90.8% (Statista¹⁵), the popularity of Google's search engine in Switzerland is clear. The restrictions mean that in a campaign's media mix, alternatives must be employed. While organisations can certainly reach people who know what they are looking for even without Google Ads, their visibility to people who don't "yet" know what they are looking for is limited. And it is precisely this latter group that campaigns usually aim to reach.

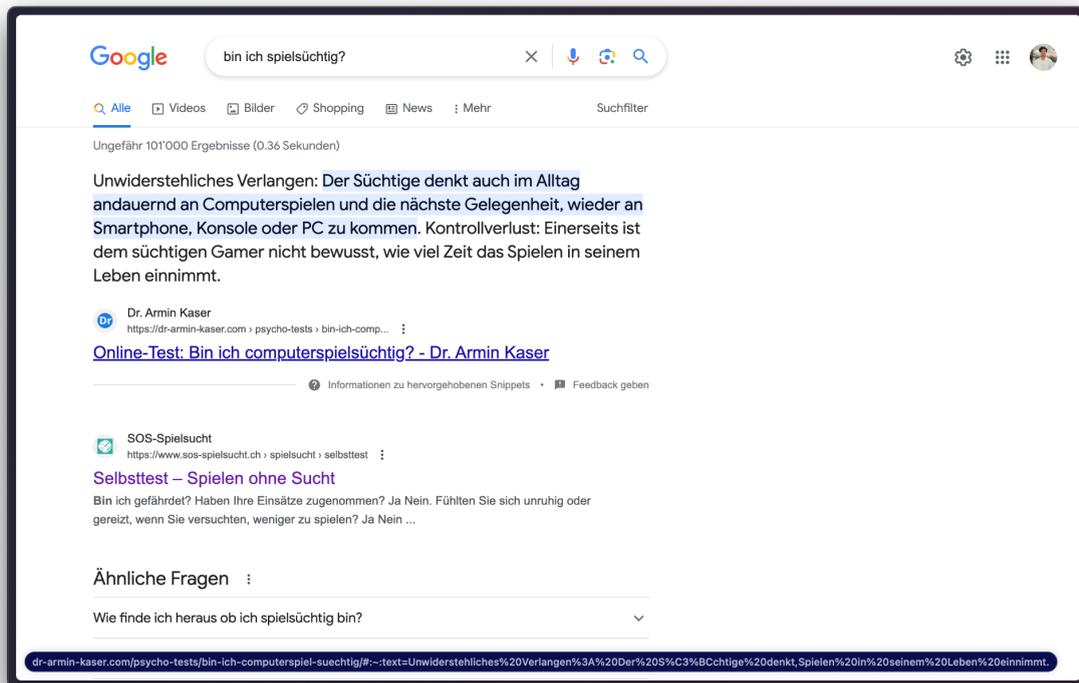
3.3.2 For communication and marketing

In practice the restrictions mean that no paid Google Ads can be served that contain the word "addiction". The word cannot be used as a term in the search engine or in the ad copy. In paid advertising on YouTube the word cannot appear in the video title, in the description, or as animated text in the video itself. The same applies to banners in the Display Network.

These facts are not documented per se, but are based on experience. Implementation of the restrictions is automated, which is why they are not always applied at the same speed and in the same order by Google. This lack of transparency leads to uncertainty among users.

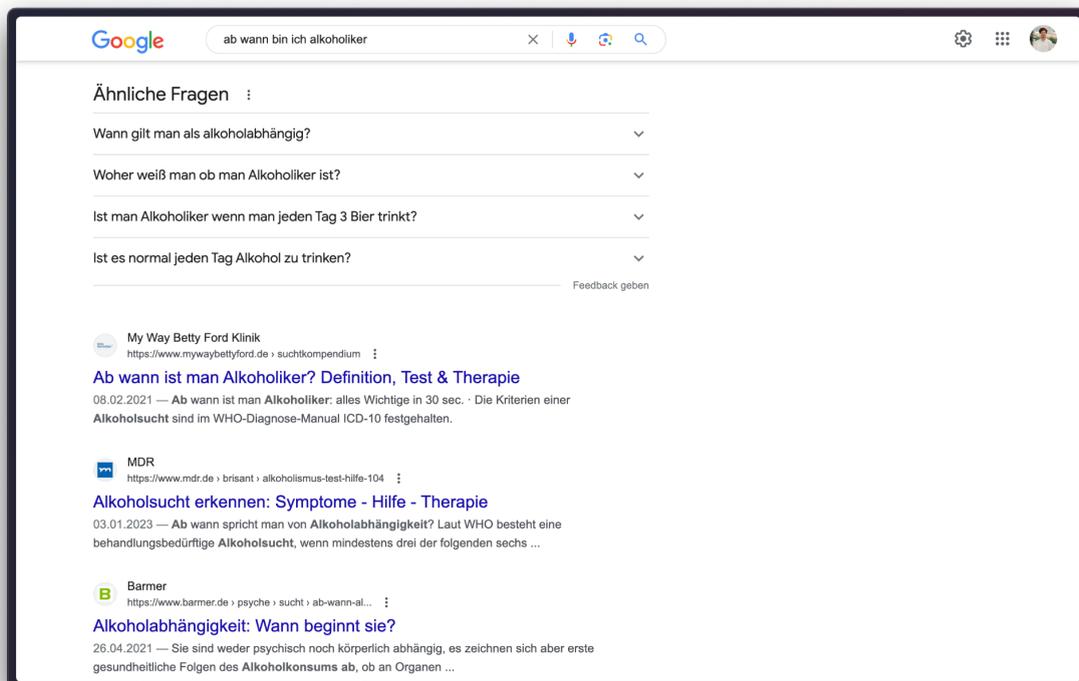
¹⁵ Statista. "Schweiz - Marktanteile der meistgenutzten Suchmaschinen 2022." *Statista*, <https://de.statista.com/statistik/daten/studie/429680/umfrage/marktanteile-der-meistgenutzten-suchmaschinen-in-der-schweiz/>. Accessed 22 May 2023.

Example 1 – Search engine text display



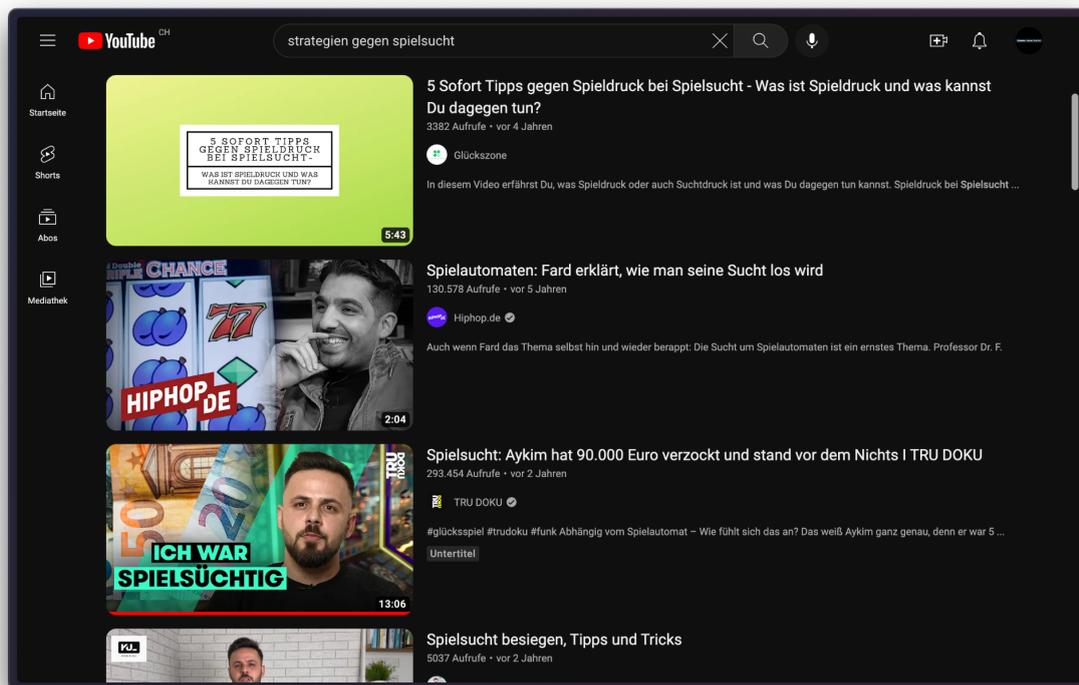
(Figure 9: Screenshot of personal search results on google.ch)

Example 2 – Search engine text display



(Figure 10: Screenshot of personal search results on google.ch)

Example 3 – Video ad on YouTube



(Figure 11: Screenshot of personal search results on youtube.com)

Assessment of the implications for organisations based on the interviews

The experts agree that the restrictions constrain their communication and marketing work. Without Google Ads it is more difficult to reach the target group via the Google search engine or via YouTube. Experience shows that Google searches are an important way for the clientele of organisations to obtain information. These searches often occur at a very early stage in a person's addiction when it would be important for organisations to feature prominently and to be able to offer people information and services.

Organisations are certainly aware that Google Ads is not the only way of appearing in search results. Search engine optimisation is also a possibility, whereby websites appear in search results organically and without paid search ads. This can go some way to ensuring visibility in search engine results. However, without Google Ads, organisations are lacking an important tool for further enhancing visibility, having more control over content and being able to target specific groups.

In terms of implications, it is also important to understand that industry players (e.g. gambling and alcohol companies) are pushing up the prices of addiction support and prevention through the auction process. Here is a hypothetical example: if an organisation that offers addiction support could serve a search ad with the keywords "addiction support online casino" and at the same time, an online casino were to serve an ad using the keywords "online casino", this would drive up the price per click for both advertisers. There are no separate systems; instead, all organisations participate in the same market system (supply & demand), on the basis of common search terms and keywords. The objective behind the product or service being offered is not taken into account. It therefore makes no difference whether an organisation is pursuing an economic goal, such as profit maximisation, or a social or public health goal.

Feinheit's assessment of the implications

On the basis of the media consumption research cited above, Google search and YouTube must be a priority in the marketing mix. This is substantiated by our experience in communication and campaign projects, including those that go beyond the field of addiction support and prevention. A substantial proportion of visitors to a website come via search engines.

The fact that it is not possible to buy visibility in Google searches does not automatically mean zero visibility. And the same applies to YouTube: the fact that organisations cannot buy visibility on that platform does not automatically equal zero visibility. It does, however, mean a very unlevel playing field compared with industrial players, which can serve ads, particularly the gambling and alcohol industry.

The affected Google Ads applications carry different levels of significance for addiction support and addiction prevention. Addiction support concerns the continual advertising of support services. From our experience, search engines are an important channel in this area. Meanwhile, in prevention, particularly in the context of campaigns, it is more about spreading messages (e.g. raising awareness or building trust). Here, while search engines are important, there are additional measures. This is about visibility beyond the search engine, where the Display Network and YouTube can play an important role.

Added to this is the opaque and inconsistent communication from Google, which always gives reason to hope that things will change. This is evidenced by Google's responses to individual enquiries, which are always along the lines of: "We cannot do anything at the moment, but this may change in future."

From our experience, this leads to a constant preoccupation with this issue. The lack of clarity uses up resources and expertise, which could be freed up if the situation was clearer.

4. Context

In parallel to this report, various discussions and initiatives were under way that affect the subject of this report to a greater or lesser degree. The following is a list of the ones we are aware of, although it should be noted that this is an extremely dynamic field. This list may therefore soon be out of date.

- Report of the EMCDDA by Jerkovic et al. entitled 'Using Facebook Ads as a Recruitment Strategy for Web Surveys on Drugs: Experience from the European Web Survey on Drugs'
- OFCOM's regulatory efforts and the report 'Digital intermediaries and communication platforms. Impact on public communication and governance approaches.'
- The Swiss Federal Chancellery's strategy and guidance on social media

Nevertheless, this report consciously focuses on the specific issue of Google Ads products. The report and its statements therefore differ on a number of points from the aforementioned discussions and initiatives:

1. The report does not deal with the same, similar or other issues on social media channels. Only YouTube falls under the scope of the report as it is part of the Google Ads universe.
2. The report focuses on an issue facing organisations offering addiction support and prevention services. Conversely, the desired changes do not focus directly on users.

5. How organisations get round the problem

Organisations that are aware of the restrictions sometimes rely on solutions to allow them to still be as visible as possible. The following provides an insight into the approaches they take.

5.1 Solution approaches

One effective approach, as described above, is **search engine optimisation** to improve organic findability. This involves identifying strategic keywords. At the same time, the website is designed – in technical and content terms – to appear as high as possible in the organic search results. To this end, the website’s code needs to satisfy Google’s requirements and the website has to contain the search terms or keywords.

It is important to stress that this solution requires expertise from organisations that may be resource-intensive and that it is mainly effective for addiction support – in other words, the marketing of addiction counselling. There is also fierce competition in this area. In other words, it will get more difficult to rank highly in the search results if more organisations invest in search engine optimisation. Meanwhile, the solution is less effective in addiction prevention: it is equally effective if content needs to be found on addiction prevention measures, but if content needs to be disseminated publicly, search engine optimisation is only helpful to a limited extent.

One **alternative to YouTube and Google’s Display Network** is working with local video and display networks, for example those of Goldbach Media or Ringier. This allows content visibility to be purchased in a way that is customised to the target groups. This may be an effective alternative for the dissemination of prevention measures.

Through **continuous campaign optimisation**, the restrictions can also be circumvented temporarily and for certain topics. For example, an ad may be served for alcoholics that is triggered by the search term “my father drinks”. It is important, however, that the text ad that this search term triggers does not contain the word “addiction” either. Google also looks at other touch points with regard to the word “addiction”. For example, it cannot appear on the landing page to which the ad directs. But there is no guarantee as the implementation of Google’s restrictions is automated. So it may be that ads that use the word “addiction” are online for several hours or days. The continuous optimisation workaround is more effective for marketing addiction support and for finding prevention-related content (e.g. information).

Switching to social media channels (e.g. Instagram, Facebook, TikTok) is another important approach for the advertising of addiction support and prevention. This also makes sense in terms of buying reach and visibility. In the context of addiction support, however, in no way can it substitute the momentum of a search. And caution is advised on social media channels too as paid ads containing terms such as gambling addiction are sometimes arbitrarily blocked. A specific example is the national prevention campaign for gambling addiction in early 2023 which used TikTok as a channel. The paid dissemination of videos on the [@gambling_check_profile](#) was blocked and could not be reactivated. The reason given was that the ads were assigned to the prohibited gambling industry category:

“The product/service promoted on the ad/landing page belongs to a prohibited industry of the targeted location(s) in your ad when we take our own business evaluation, user experience and the value of advertisement impact, etc. into consideration. Prohibited Industry – Gambling”

5.2 Costs and effort of solution approaches

In terms of the costs and effort involved in the workaround solutions, there are differences depending on whether the work is carried out internally or by an external service provider.

A great deal of investment is required for **search engine optimisation**. This is because this field is developing very rapidly. Constant and close monitoring of the components (e.g. ad copy) and development (expertise) is therefore necessary. For this reason, search engine optimisation is often a task that is outsourced to external service providers. The cost and effort do not depend on the Google restrictions.

Alternatives to YouTube and Google's Display Network are only an option for prevention campaigns with hefty budgets and may be included in the marketing mix of such campaigns anyway, regardless of the implications of Google's restrictions.

Constant campaign optimisation is time-consuming per se as the developments are very fast-moving and therefore require close monitoring. The effort involved comes from the initial development of expertise and then in the aforementioned monitoring. On top of this, there are costs that are charged to the campaign credit card when someone clicks on an ad. Depending on the search terms, these costs may be very high. One possible reason is if the search term is also used by industrial players. As mentioned above, the auction system drives up the price per click. If, for example, an organisation wanted to serve an ad triggered by the search term "online casino" that directs to a non-commercial website containing information on the issue of online casinos and gambling addiction, it would be in direct competition with an ad for a commercial online casino.

The constant optimisation of campaigns would be less labour intensive if the restrictions changed. But this would not necessarily reduce effort and costs. If Google Ads could be used in its entirety, it may well be that investments would be higher. However, the relationship between effort and return would very likely improve. If, at the same time, the restrictions were also lifted for Google Ad Grants, this would give rise to a new and very exciting situation in purely financial terms.

An additional and general point to mention is that the constant uncertainty due to a lack of transparency is a major obstacle. Having to keep wondering whether something has changed only to see that no changes have been missed also uses resources.

Switching to social media channels is relatively resource-intensive, depending on the purposes and the extent to which the channels are used for communications and/or marketing. Effectively operating such channels requires content, expertise and time. The cost and effort involved are not dependent on the Google restrictions as there are reasons to use social media as a tool, regardless of the restrictions.

6. Conclusions and recommended action

Clearly, the current situation is untenable, if only because of the discrimination towards addiction support and prevention organisations. Not only that, it is not compatible with the national strategy on addiction and it torpedoes the right of free access to health information and counselling. In view of the importance of Google Ads to the organisations, a slightly more

nuanced view of the issue is needed. On the whole, however, there are some basic demands to be addressed to Google.

6.1 Recommended action for organisations

In principle, all organisations can try to completely forego Google Ads by focusing in a targeted way on the **organic findability** of their services to **market in the area of addiction support**. However, this requires the means and resources to be able to control the cost and effort, and the awareness that if all organisations rely on this tool, competition will become stiffer.

Alternative channels can be used to **disseminate addiction prevention measures**. These include local video and/or display networks and social media channels, although the latter sometimes also entail restrictions. They should therefore be used with caution.

On the whole, however, doing away with very heavily-used channels, such as YouTube, means having to cut back on the most accurate possible targeting. Here, too, it is worth remembering that industrial players are often able to use YouTube as an instrument.

In addition, it would be advisable to set up a **platform for exchange and dialogue** via which specialist addiction organisations can regularly compare notes and share their knowledge and expertise. Ideally, this should be integrated in an existing exchange platform.

At this juncture, an additional point to note is **AI language models**. To what extent they will change current search behaviour is not entirely clear. What is clear, however, is that there will be changes which will cause responses to search queries to become much more semantic. Initial insights from the chat extension on Microsoft's Bing search engine and a similar Google product called Bard show this. How exactly the new Google product will circumvent organic and paid findability and whether it will take over the existing restrictions covered by this report, is far from clear.

6.2 Four demands to Google

The specialist addiction organisations need clarity with regard to the rules for using Google Ads and Google Ad Grants as the current situation is sketchy and if it remains as it is, it needs to be much better and more precisely specified. A statement is also required explaining why industrial players are getting preferential treatment because this is incomprehensible and inexplicable.

There needs to be a top position in the search results that is separate from the (organic and paid) search algorithm, where an official ad is displayed – like, for example, with the support offered by the helpline 147.ch in Switzerland if people search for terms such as “suicidal thoughts”. Search terms for the top spot in the context of addiction services could be “addiction counselling”, “am I an addict?”, “alcoholic”, “heroin addict” etc. An exhaustive list needs to be compiled. It could link to the [FOPH's addiction and health page](#) or to [SafeZone.ch](#). A final selection still needs to be made.

In addition, it must be possible for specialist addiction organisations in Switzerland to be certified or to register for Google Ads – as is the case in the United States. This involves the opportunity to register for the Google Ad Grants programme. The FOPH could work with the cantons to devise the criteria for a system through which organisations in Switzerland could be certified. Looking ahead, this certification should also be applicable to Google Ads components in Bard or other Google AI language models.

Finally, the auction system for organisations offering addiction services and for industry (e.g. gambling and alcohol companies) needs to be separate as soon as they are bidding in direct competition on the same keywords. This is because specialist addiction organisations pursue different objectives from industry. However, the current system is driving up costs for addiction support and prevention services.

7. Appendix

7.1 Script for interviews

Aims of the interviews:

- To find out whether there is awareness of the problem and how it is understood.
- To find out how the problem affects the organisation's work.
- To find out what has been done to tackle the problem directly or to get around it.
- To get a rough idea of the cost and effort required to circumvent the problem.
- To find out what the expert thinks the implications are for their work in the area of addiction prevention and support.

Script:

- Today we're talking about the restrictions imposed by Google that make it impossible to serve Google Ads containing keywords such as addiction support and addiction counselling. Are you aware of this problem? If so, how do you understand it? Please describe in your own words.
 - *If they are not aware of the problem or if they ask questions. Specifically, the problem is that as soon as Google Ad products are to be served using a media budget, the aforementioned terms cannot be used as keywords, or as text in ads, or as content in YouTube videos. If this is done anyway, the adverts are usually blocked after a certain time by automated or manual checks. In some cases the restrictions even go so far as banning the terms on the landing page to which the advert directs.*
- So, as you are aware of the problem, either because we just explained it or you were already, how does this affect the work of your organisation?
- We are aware of various complex ways of circumventing the problem. Have you ever successfully used/devised a workaround?
 - *If unclear, give examples: instead of the search term "My dad drinks too much alcohol." Just entering "My dad drinks too much". Or in video ads on YouTube, consciously avoiding the terms that are not permitted with all the associated consequences. Or ...*
- Can you roughly describe what additional resources you have required for your efforts compared with what you would have needed if you could use the advertising tool without the restrictions? A rough figure in CHF for external service providers or in internal staff resources.
- Bearing in mind the bigger picture with regard to addiction prevention and counselling, what are the consequences of these restrictions? Are they substantial or insignificant? Please explain in your own words. By all means include personal theories or share your thoughts and ideas.
 - *The fact is that online casinos can be certified to advertise their online gambling services and can then serve unrestricted ads for e.g. online poker. This certification is not even needed to advertise alcoholic products. Obviously, tobacco and illegal drugs cannot be advertised by industrial players*

anyway. At the same time, prevention organisations cannot use these terms for their work, e.g. “support for MDMA addiction” will be blocked.

7.2 Summaries of interviews

There is a rough transcript of all the interviews, which are summarised below.

7.2.1 Interview No. 1 (DE – Michel Schaub | Swiss Research Institute for Public Health and Addiction UZH)

The interviewee confirmed that he is aware of the issue. He described it as a challenge for addiction services organisations if they want to improve their online visibility, particularly on Google, where the prices for advertising have been driven up by the entry of online casinos and the alcohol industry into the market.

The work of the interviewee’s organisation is affected by these restrictions as it is more difficult to reach the target groups and to offer them help at an early stage. This would be particularly important to prevent people becoming addicts in the first place and to help them make a faster recovery. Google Ads would also be the most effective and efficient method by far to recruit subjects for research studies, as shown by the calculations on income and expenses.

The interviewee did not mention explicitly whether his organisation had successfully circumvented the problem but he indicated that in individual countries such as the US, Canada, Australia and New Zealand it is possible for addiction service organisations to be certified by Google.

The interviewee did not give any exact figures in CHF or in terms of internal staff effort but he emphasized the additional resources required to enhance his organisation’s online presence in an environment in which addiction services organisations are at a disadvantage in the competition for visibility.

On the whole, he said that the restrictions for addiction services are substantial because they affect organisations’ opportunities to reach people in the early stages of addiction. The interviewee suggested that the consequences may be greater if the restrictions are not addressed, and underscored the importance of open discussions and sharing ideas to tackle the problem.

7.2.2 Interview No. 2 (DE – Nicolas Michel | Swiss association for tobacco control)

The interviewee is aware of the problem of Google restrictions in relation to terms such as addiction support and addiction counselling. In the case of his organisation, Google assumes that the adverts are for tobacco products and therefore does not allow them.

The restrictions compromise the organisation’s work as it cannot run targeted Google Ad campaigns. While it has had successful social media campaigns, the interviewee believes that the organisation could reach a larger audience if it could also run Google Ads.

The organisation has not tried any complex workarounds to the problem. Instead, it has tried to contact Google via its marketing agency, but to no avail.

Additional resources have been used through collaboration with external agencies. The agencies have tried to resolve the problem but without success, which means that the work done has had no impact on the organisation.

The interviewee considers the restrictions detrimental to addiction prevention work. The tobacco industry can run ads and potentially has better connections and more resources than prevention organisations. He said that if Google were to allow ads encouraging people to stop smoking rather than to buy tobacco products, prevention organisations could increase their influence.

7.2.3 Interview No. 3 (DE – Alwin Bachmann | Infodrog)

The interviewee confirmed that the problem of restrictions imposed by Google in relation to ads containing terms such as addiction support and addiction counselling is well known and described it as an obstacle to the visibility of addiction services.

The work of the interviewee's organisation is affected by these restrictions, in particular in the use of Google AdWords and YouTube, which limits its opportunities to disseminate information and offer support via these channels.

To get around the problem, the organisation has developed alternative approaches, such as the use of paraphrased keywords to avoid restrictions. However, this lessens the impact of the message and reduces the target group focus.

The interviewee mentioned that the efforts to circumvent these restrictions require additional resources but was unable to quote exact figures in CHF or staff numbers. At the same time, the institution has invested more in SEO (search engine optimisation) which has significantly improved its visibility in Google organic search results and has reduced the need for paid Google Ads. This has ultimately taken the pressure off its advertising budget.

With regard to the bigger picture in addiction services, the interviewee felt that the consequences of these restrictions are impossible to gauge. The interviewee emphasised the importance of gaining the trust of target groups and reaching them on different channels they habitually use in order to effectively shape the visibility and accessibility of addiction prevention and support services. Key success factors are involving the target groups in designing prevention measures, employing target group-oriented communications, raising awareness on an equal footing, and addressing the target group in their own digital environments. In view of the rapid advancements in the field of AI (ChatGPT, Bard) and its use for obtaining information, the interviewee stated that these developments brought new questions and challenges for prevention and addiction services which are set to be more substantial than the Google Ads restrictions.

7.2.4 Interview No. 4 (DE – Michel Wyss | Berner Gesundheit public health authority)

The interviewee is aware of the Google restrictions which make it difficult for organisations offering addiction support to advertise their services. He describes the issue as problematic as it restricts the visibility of support services and at the same time, fewer restrictions are placed on commercial providers.

The work of his organisation is affected by the restrictions as it is difficult to reach those who are seeking help. Obtaining information anonymously online is an important part of support for addicts, and the restricted visibility of the services is a challenge.

The interviewee did not mention any specific workarounds to the problem that his organisation had devised or used successfully.

The interviewee did not give any exact figures or information on additional resources that his organisation required because of the restrictions.

The interviewee considers the restrictions to be substantial for addiction support and counselling. He sees a risk in that the limited visibility of support services could lead to problems, particularly if artificial intelligence were to play a bigger part in searches. He called for greater transparency from Google in terms of the difference in its policies and the justifications behind them, in order to improve equality of opportunity between commercial providers and organisations offering addiction services.

7.2.5 Interview No. 5 (FR – Diane Jaccard | Addiction Switzerland)

The interviewee is well aware of the problem. In the past her organisation has repeatedly tried to serve Google Ads for prevention campaigns or to raise awareness of support services. These ads were rejected time and again because they contained terms such as addiction or they mentioned illegal substances by name. In some cases, ads were only rejected because Google had located problematic terms on the linked landing pages.

The organisation noted that Google's checks were extremely arbitrary as ads in German, French and Italian were allowed. Adverts with the same content were allowed in some languages and blocked in others. There was never a clear pattern.

The organisation's work is clearly compromised by the restrictions as Google and YouTube are not available as channels for prevention and to raise awareness of support services. This means that they cannot address the target group on channels which they frequently use and where – according to the organisation – depending on the situation, they can best be reached.

The interviewee's organisation has tried several times to get around the restrictions by adapting the keywords. Sometimes a minor correction has helped, but not usually. The organisation has also contacted Google multiple times, but to no avail.

The interviewee mentioned that her organisation lacks the resources to take further action through Google and to put too much energy into workarounds. The organisation has therefore given up on Google Ads and is investing in other channels that may be less suitable but where its ads are allowed.

The interviewee finds it problematic that ads for many services that carry a risk of addiction are allowed, while ads for support services are not. This benefits providers, but does not reduce addiction problems. The interviewee would welcome a move towards a sort of certification for Swiss addiction services organisations – as already exists in certain other countries.

7.2.6 Interview No. 6 (FR – Romain Bach | GREA)

The interviewee was not aware of the problem in detail because his organisation had hardly run any campaigns this way before and had not worked with Google Ads. A few years ago, however, he did notice that traffic to his websites offering support services plummeted as the websites were suddenly ranked much lower down in Google search results. The organisation has also repeatedly been involved in campaigns that have encountered similar problems with adverts on other channels, such as social media. The interviewee considers it important to address restrictions on these channels, too.

The organisation is currently re-designing a number of websites with support services which is why it would be interested in marketing via Google in future. If the current situation does not change, it will be directly affected.

Overall the interviewee laments the fact that there is no level playing field in the advertising of services between addiction prevention programmes and industry, but that the problem goes beyond Google and the internet. For example, gambling firms and tobacco companies have very different levels of financial resources at their disposal than addiction support programmes.

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7.3.1 Google Ads Terms and Conditions (Translation of the german version dated 1 September 2017)

Google Ads Terms and Conditions of Google Ireland Limited

These Google Ireland Limited Advertising Programme Terms ("Terms") are entered into by Google Ireland Limited (registered number: 368047) with its registered office located at Gordon House, Barrow Street, Dublin 4, Ireland ("Google") and the entity executing these Terms or that accepts these Terms electronically ("Customer"). These Terms govern Customer's participation in Google's advertising programmes and services (i) that are accessible through

the account(s) given to Customer in connection with these Terms or (ii) that incorporate by reference these Terms (collectively, "Programmes"). In consideration of the foregoing, the parties agree as follows:

1 Programmes. The Customer authorises Google and any entity that directly or indirectly controls, is controlled by, or is under common control with, Google from time to time ("Affiliates") to place Customer's advertising materials, feed data and technology (collectively, "Ads" or "Creative") on any content or property (each a "Property") provided by Google or its Affiliates on behalf of Google or, as applicable, a third party ("Partner"). The Customer is solely responsible for all: (i) Ads, (ii) Ad trafficking or targeting decisions (e.g., keywords) ("Targets"), (iii) destinations to which Ads direct viewers (e.g., landing pages, mobile applications) along with the related URLs, waypoints and redirects ("Destinations") and (iv) services and products advertised on Destinations (collectively, "Services"). The Programme is an advertising platform on which the Customer authorises Google and its Affiliates to use automated tools to format Ads. In these Terms an "Advertiser" is an entity whose Ads (whether created by itself or by a third party on its behalf) are placed by the Customer through a Programme. If the Customer is using a Programme on its own behalf to advertise and not on behalf of an Advertiser, for that use the Customer will be deemed to be both Customer and Advertiser. Google and its Affiliates may also make available to the Customer certain optional Programme features to assist the Customer with the selection or generation of Targets, Ads or Destinations. The Customer is not required to authorise use of these optional features and, as applicable, may opt-in to or opt-out of usage of these features. However, if the Customer uses these features then the Customer will be solely responsible for the Targets, Ads and Destinations. Google or Partners may reject or remove a specific Ad, Target or Destination at any time for any or no reason. Google and its Affiliates may modify or cancel Programmes at any time. The Customer acknowledges that Google or its Affiliates may participate in Programme auctions in support of its own services and products. Some Programme features are identified as "Beta" or as otherwise unsupported or confidential (collectively, "Beta Features"). The Customer may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

2 Policies. The Customer is solely responsible for its use of the Programmes (e.g., access to and use of Programme accounts and safeguarding usernames and passwords) ("Use"). Programme Use is subject to applicable Google policies available at google.com/ads/policies and all other policies made available by Google to the Customer, including Partner policies, and to the extent applicable, the Google EU User Consent Policy at privacy.google.com/businesses/userconsentpolicy (in each case, as modified from time to time, "Policies"). Customer also authorises Google to modify Ads as described in Policies. In connection with the Programme, Google will comply with the Google Privacy Policy available at google.com/policies/privacy (as modified from time to time). To the extent Programme Use is within scope, Google and Customer agree, as applicable, to the (i) Google Ads Controller-Controller Data Protection Terms at privacy.google.com/businesses/controllerterms; or (ii) Google Ads Data Processing Terms at privacy.google.com/businesses/processorterms (collectively the "EU Data Terms"). Google will not modify the EU Data Terms, except as expressly permitted under the EU Data Terms. The Customer will not, and will not authorise any third party to, (i) generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions, (ii) conceal conversions for Programmes where they are required to be disclosed, (iii) use any automated means or form of scraping or data extraction to access, query or otherwise collect Google advertising related information from any Property except as expressly permitted by Google, (iv) attempt to interfere with the proper functioning of the

Programmes; (v) advertise substances, services, products or materials which contravene applicable laws and regulations in any country in which Ads are displayed, placed or otherwise made available; (vi) violate any technical specifications posted on any Property, and/or the Policies; or (vii) engage in any other illegal or fraudulent business practice under the laws of any state or country where an Ad is made available. Customer will direct communications regarding Ads on Partner Properties under these Terms only to Google.

3 Ad Serving. (a) The Customer will not provide Ads that contain or connect to malware, spyware, unwanted software or any other malicious code or knowingly breach or circumvent any Programme security measure. (b) The Customer may utilise an Ad server solely for serving or tracking Ads under Programmes that permit third party Ad serving and only if the Ad server has been authorised by Google to participate in the Programme. Google will implement Customer's Ad server tags so that they are materially functional. (c) For online display Ad impressions billed on a cost-per-thousand impressions (CPM) or cost-per-thousand viewable impressions (vCPM) basis ("Display Ads"), if Google's applicable impression count ("IC") for a Programme is higher than Customer's third-party Ad server ("3PAS") IC by more than 10% over the invoice period, the Customer will facilitate reconciliation efforts between Google and 3PAS. If this discrepancy is not resolved, the Customer's sole remedy is to make a claim within 60 days after the invoice date ("Claim Period"). If Google determines that the claim is valid, then Google will issue to the Customer advertising credits equal to (90% of Google's IC minus 3PAS's IC), multiplied by Google's reported campaign average CPM or vCPM, as applicable, over the invoice period. Any advertising credits issued must be used by Customer within 60 days of issuance ("Use-By Date") and Google may suspend Customer's permission to utilise that 3PAS provider and may suspend or void the effectiveness of the discrepancy-resolution provisions of this Clause for that 3PAS provider. Metrics from 3PAS whose Ad server tags are provided to Google will be used in the foregoing discrepancy-resolution calculations. Google may require that discrepancy records be provided directly by 3PAS to Google. The Customer will not be credited for discrepancies caused by 3PAS's inability to serve Ads.

4 Testing. The Customer authorises Google and its Affiliates to periodically conduct tests that may affect Customer's Use of Programmes, including Ad formatting, Targets, Destinations, quality, ranking, performance, pricing, and auction-time bid adjustments. To ensure the timelines and validity of test results, the Customer authorises Google to conduct such tests without notice or compensation to the Customer.

5 Ad Cancellation. Unless a Policy, the Programme user interface or an agreement referencing these Terms (an "IO") provides otherwise, either party may cancel any Ad at any time before the earlier of Ad auction or placement, but if Customer cancels an Ad after a commitment date provided by Google (e.g., a reservation-based campaign), then the Customer is responsible for any cancellation fees communicated by Google to the Customer (if any) and the Ad may still be published. Cancelled Ads will generally cease serving within 8 business hours or as described in a Policy or IO, and the Customer remains obligated to pay all charges resulting from served Ads (e.g., fees based on conversion). The Customer must effect cancellation of Ads (i) online through the Customer's account if the functionality is available, (ii) if this functionality is not available, with notice to Google via email to the Customer's account representative or (iii) if this functionality is not available and the Customer does not have an account representative, with notice to Google via email to ads-support@google.com. The Customer will not be relieved of any payment obligations for Ads not submitted or submitted by the Customer after the due date provided by Google. Google will not be bound by a Customer provided insertion order or other terms and conditions provided by the Customer.

6 Warranty, Rights and Obligations. Each party warrants to the other that it will use reasonable skill and care in complying with its obligations under these Terms. The Customer warrants that (a) the Customer holds, and grants Google, its Affiliates and Partners, the rights in Ads, Destinations, and Targets for Google, its Affiliates and Partners to operate the Programmes (including, in the case of feed data, after the Customer ceases to use the Programmes), (b) all information and authorizations provided by or on behalf of the Customer are complete, correct and current, and (c) Use, the Services or Destinations will not: (i) violate or encourage violation of any law or applicable regulation or code of practice (including the CAP Code in the UK and any equivalent advertising standards code of practice in any other jurisdiction); or (ii) infringe any intellectual property rights of any third party and or contain any material which may be harmful, abusive, obscene, threatening or defamatory. The Customer authorises Google and its Affiliates to automate retrieval and analysis of, and create test credentials to access, Destinations for the purposes of the Programmes. By providing any mobile or other telephone number to Google in connection with the Programmes, the Customer acknowledges that Google, its Affiliates and their agents may call and send text messages (for which standard message and data rates may apply) to the provided telephone numbers, including by an automatic telephone dialling system, for purposes of the Programmes. However, Google will not rely on this permission to initiate autodialed calls or text messages for marketing purposes. The Customer further authorizes Google, its Affiliates and their agents to send electronic mail to the Customer for purposes of the Programmes. The Customer will provide Advertiser with reporting data, not less than once a month, that discloses absolute monies spent on Google and performance (at a minimum: cost, clicks and impressions of users on the account of that Advertiser) in a reasonably prominent location. Google may, upon request of an Advertiser, share Advertiser-specific information with Advertiser.

7 Make-Goods. For reservation-based Display Ads, Google will deliver any agreed upon aggregate number of Display Ads by the end of the campaign, provided that if Google fails to do so, then the Customer's sole remedy is to make a claim during the Claim Period. If Google confirms the accuracy of the claim, then Google will not charge the Customer for the undelivered Display Ads or, if the Customer has already paid, at Google's reasonable discretion, Google will provide for (i) advertising credits, which must be used by the Use By Date, (ii) later placement of the Display Ads in a position Google deems comparable within 60 days of Google's confirmation of the accuracy of the claim or (iii) an extension of the term of the campaign. Google cannot assure that any auction-based Ads will be delivered and therefore make-goods do not apply to auction-based Ads.

8 Payment. The Customer will pay all charges incurred in connection with a Programme, using a payment method approved by Google for that Customer (as modified from time to time), within a commercially reasonable time period specified by Google (e.g., in the Programme user interface or IO). If payment is not made when due, Google may charge interest at the rate of 2% per annum above the prevailing base rate of Barclays Bank PLC from the due date until the date of actual payment, whether before or after judgment. Charges are exclusive of taxes. Customer will pay (i) all taxes and other government charges and (ii) reasonable expenses together with legal and other professional fees Google incurs in collecting late payments that are not disputed in good faith. Charges are based on the billing criteria under the applicable Programme (e.g., based on clicks, impressions or conversions). Any portion of a charge not disputed in good faith must be paid in full. No party may offset any payment due under these Terms against any other payment to be made under these Terms. Google may, at its sole

discretion, extend, revise or revoke credit at any time. Google is not obligated to deliver any Ads in excess of any credit limit. If Google delivers Ads but does not deliver those Ads to the selected Targets or Destinations, then the Customer's sole remedy for Google's failure to deliver those Ads to the selected Targets or Destinations is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits following claim validation which must be used by the Use-By Date. The Customer understands that third parties may generate impressions or clicks on Customer's Ads for prohibited or improper purposes and that if that happens, the Customer's sole remedy is to make a claim for advertising credits within the Claim Period, after which Google will issue the credits following claim validation which must be used by the Use-By Date. TO THE FULLEST EXTENT PERMITTED BY LAW, (A) THE CUSTOMER WAIVES ALL CLAIMS RELATING TO ANY PROGRAMME CHARGES UNLESS A CLAIM IS MADE WITHIN THE CLAIM PERIOD AND (B) THE ISSUANCE OF ADVERTISING CREDITS (IF ANY) IS AT GOOGLE'S REASONABLE DISCRETION AND IF ISSUED, MUST BE USED BY THE USE-BY DATE. The Customer acknowledges and agrees that any account, credit card and related billing and payment information which the Customer provides to Google may be shared by Google with companies who work on Google's behalf solely for the purpose of performing credit checks, effecting payment to Google, collecting debts owed to Google and/or servicing the Customer's account.

9 Disclaimers. No conditions, warranties or other terms apply to any Programme or to any other goods or services supplied by Google or its Affiliates under the Terms unless expressly set out in the Terms. To the fullest extent permitted by law, no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description). None of Google, its Affiliates or Google's Partners makes any guarantee in connection with the Programmes or Programme results. To the fullest extent permitted by law, Google makes no promise to inform the Customer of defects or errors.

10 Limitation of Liability. (a) Nothing in the Terms or any IO will exclude or limit either party's liability: (i) for death or personal injury resulting from the negligence of either party or their servants, agents or employees; (ii) for fraud or fraudulent misrepresentation; (iii) intent and/or gross negligence; (iv) under Clause 11 (Indemnification); (v) for Customer's breach of Clauses 3(a), 5(c), 13(d) or the last sentence of Clause 1, (vi) for payment of sums properly due and owing to the other in the course of normal performance of the Terms; or (vii) for anything which cannot be excluded or limited by law. (b) Neither party shall be liable under or in connection with these Terms or any IO (whether in contract, tort, including, without limitation, negligence or otherwise) for any: (i) loss of profit; (ii) loss of anticipated savings; (iii) loss of business opportunity; (iv) loss of or corruption of data; (v) loss or damage resulting from third party claims; or (vi) indirect or consequential losses; suffered or incurred by the other party (whether or not such losses were within the contemplation of the parties at the date these Terms were accepted by Customer). (c) Subject to sub-clauses 10(a) and (b) above, each party's aggregate liability to the other arising from any given event or series of connected events under or in connection with the Terms, shall be limited to the greater of: (i) the amount paid or payable by Customer to Google under the Terms in the three months immediately preceding the month in which the event (or first in a series of connected events) occurred and (ii) [£25,000].

11 Indemnification. The Customer will defend and indemnify Google, its Partners, agents, Affiliates, and licensors against all liabilities, damages, losses, costs fees (including reasonable legal fees), and expenses relating to any third party allegation or legal proceeding to the extent

arising out of or related to Ads, Targets, Destinations, Services, Use or any breach of these Terms by Customer. Partners are intended third party beneficiaries of this Clause.

12 Changes to Terms; Termination. Google may make non-material changes to these Terms at any time without notice, but Google will provide advance notice of any material changes to these Terms. The modified Terms will be posted at google.com/ads/terms. The changes to the Terms will not apply retroactively and will become effective 7 days after posting. However, changes made for legal reasons will be effective immediately upon notice. Either party may terminate these Terms at any time immediately upon notice to the other party, but (a) campaigns not cancelled under Clause 5 and new campaigns may be run and reserved and (b) continued Programme Use is, in each case subject to Google's terms and conditions then in effect for the Programmes (available at google.com/ads/terms). Google may suspend Customer's ability to participate in the Programmes at any time, for example, in the event of payment issues, suspected or actual violations of the Policies or these Terms or for legal reasons. In all cases, the running of any Customer campaigns after termination is in Google's sole discretion. From time to time the Customer may have advertising credits or other unclaimed funds within the Ads Programme account ("Ads Credits"). Unless used by the applicable expiration date, Ads Credits will expire and not be available to the Customer, according to the following schedule: (h) Ads Credits issued pursuant to Clauses 3 or 7 or 8 above will expire if not used by the relevant Use By Date; (i) Ads Credits provided by Google for promotional purposes will expire if not used by the relevant date in the promotion or during the time period specified in such promotional terms and conditions, and (j) Ads Credits not otherwise covered by (h) or (i) will expire if not used within 3 years of the date when such Ads Credits became available to Customer within the Ads Programme.

13 Miscellaneous. (a) These Terms are governed by Swiss law and the parties submit to the exclusive jurisdiction of the courts in Zurich, Switzerland in relation to any dispute (contractual or non-contractual) concerning these Terms or the Programmes. (b) Subject to Clause 10(a)(ii), these Terms set out all terms agreed between the parties and supersede all other agreements between the parties relating to its subject matter. In entering into these Terms neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Terms. (c) The Customer may not make any public statement regarding the relationship contemplated by these Terms (except when required by law). (d) All notices of termination or breach must be in writing and addressed to the other party's Legal Department (or if it is not known if the other party has a Legal Department then to the other party's primary contact or other address on file). The email address for notices being sent to Google's Legal Department is legal-notices@google.com. All other notices to the Customer will be in writing and sent to an email address associated with the Customer's account. All other notices to Google will be in writing and addressed to the Customer's primary contact at Google or other method made available by Google. Notice will be treated as given on receipt, as evidenced by written or electronic means. These notice requirements do not apply to legal service of process, which is instead governed by applicable law. (e) Except for modifications to these Terms by Google under Clause 12, any amendment must be agreed to by both parties and must expressly state that it is amending these Terms. Neither party will be treated as having waived any rights by not exercising (or by delaying the exercise of) any rights under these Terms. If any term (or part of a term) of these Terms is invalid, illegal or unenforceable, the rest of these Terms will remain in full force and effect. (f) Neither party may assign any part of these Terms without the written consent of the other party save that (A) Google may assign all or part of its rights and/or obligations under these Terms to an Affiliate if Google has notified the Customer of the assignment, and (B) the Customer may assign all of its rights and

obligations under these Terms to an entity that directly or indirectly controls, is controlled by, or is under common control with the Customer but only where (I) the assignee agrees in writing to be bound by these Terms, (II) the assigning party remains liable for obligations under these Terms if the assignee defaults on them, and (III) Customer has notified Google of the assignment. In addition, Google may assign any debt which is owed to Google by the Customer to a third party without the consent of the Customer. Any other attempt to transfer or assign is void. (g) Except as expressly listed in Clause 11, there are no third-party beneficiaries to these Terms. (h) These Terms do not create any agency, partnership or joint venture among the parties. (i) Clauses 1 (last sentence only) and 8 to 13 will survive termination of these Terms. (j) Except for payment obligations, no party or its Affiliates are liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

8.0 Publication details

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