

Terms & Conditions

Structure

Welcome to the 2024 World Fantasy Baseball Championship (“WFBC” or “Promotion”). The WFBC consists of a series of qualifier contests (each a “WFBC Qualifier” and collectively the “WFBC Qualifiers”) and culminates with the WFBC Finals contest and viewing party on Sunday, August 11, 2024 (“WFBC Finals”). Here are the detailed rules for the WFBC.

Users may qualify for the WFBC Finals by winning an entry via WFBC Qualifiers. The WFBC Finals will include a total of one hundred twenty-five (125) seats. FanDuel will run WFBC Qualifiers starting on March 28, 2024. Each WFBC Qualifier will award at least one entry into the WFBC Finals, though FanDuel reserves the right to run WFBC Qualifiers that award more than one entry (each a “Mega Qualifier” and collectively, the “Mega Qualifiers”). In a Mega Qualifier the participants with the highest scoring entries will win an entry into the WFBC Finals in accordance with the number of entries into the WFBC Finals being offered in that particular Mega Qualifier. For example, if FanDuel announces that three entries into the WFBC Finals will be awarded in a specific Mega Qualifier, then the three highest scoring entries in that Mega Qualifier will each win one entry into the WFBC Finals. FanDuel also reserves the right to award entries into the WFBC Finals at its own discretion.

In each WFBC Qualifier, the participant whose team scores the most fantasy points will secure one entry into the WFBC Finals (“Qualifier Winner”). Mega Qualifiers may award entry into the WFBC Finals to multiple finishers (“Mega Qualifier Winners” and, collectively with Qualifier Winners, “Finalists”).

Teams and Scoring

Each WFBC Qualifier, each Mega Qualifiers as well as the WFBC Finals, will use standard FanDuel MLB rosters and scoring rules, as explained here: <https://www.fanduel.com/rules>.

In the event of a tie for a position that awards an entry into the WFBC Finals in a WFBC Qualifier or Mega Qualifier, the tied participants will play a one-day 'playoff' contest to determine finishing position. The playoff will be a Head-to-Head or private league contest using standard FanDuel MLB rosters and scoring rules. All other ties (whether in the WFBC Finals, Mega Qualifiers or WFBC Qualifiers) will result in the tied participants splitting the cash value of the prizes for the tied finishing positions.

Prizes

WFBC Qualifiers and Mega Qualifiers Prizing: Each WFBC Qualifier and Mega Qualifier will award an entry into the WFBC Finals (estimated cash value of \$16,000), and Trip Package (estimated retail value of \$10,000) to the first place finisher (or top eligible finishers for Mega Qualifiers). Any other prizes for WFBC Qualifiers and Mega Qualifiers will be published in advance of users being able to enter such contests. Upon winning a WFBC Qualifier or Mega

Qualifier, Finalists will also receive a cash prize equal to the minimum possible payout for the WFBC Finals (“Early Prize”). Should a Finalist be deemed ineligible for the WFBC Finals, then he or she forfeits any right to receive any Early Prize.

The prize for each Finalist includes one (1) entry into the WFBC Finals contest on Sunday, August 11, 2024; and a trip package consisting of \$1,000 transportation credit, three nights (3) accommodations for two (2) people, and entry for two (2) people to the following events: the WFBC Welcome Reception on Friday, August 9, 2024, 2 tickets to the wine tasting on August 10th, and the WFBC live final viewing party on Sunday, August 11, 2024 (collectively, the “Trip Package”). Approximate Retail Value of the Trip Package is \$10,000. Actual value depends on city/day/time of departure. Any difference between stated value and actual value will not be awarded. Transportation credit will be deposited in Finalist’s account; Finalist is responsible for making all travel arrangements. The entry into the WFBC Finals and Trip Package are non-transferable, except where noted otherwise in these terms and conditions. Additional guests may be able to attend the Friday, Saturday, and Sunday events, but will be subject to additional charges. Entry for additional guests is NOT guaranteed and will be evaluated on an ongoing basis, factoring in event capacity, overall group size, event space capacity, and catering & staffing resources.

Participants are only eligible to win a maximum of ten (10) entries into the WFBC Finals. Should a participant win a second entry into the WFBC Finals through a WFBC Qualifier or Mega Qualifier, they may choose between receiving an additional transferable Trip Package (transportation, hotel accommodations, and a pair of tickets to the viewing parties per entry) for an individual of his or her choosing OR a cash value option of 50% of the Trip Package (\$2,500). This choice shall also be offered to a participant winning a third, fourth, fifth, sixth, seventh, eighth, ninth or tenth entry. Once a participant wins ten entries into the WFBC Finals, he/she is ineligible to win any additional entries into the WFBC Finals. Any participant who enters a lineup in a WFBC Qualifier or Mega Qualifier that finishes in a position to win an entry into the WFBC Finals but would result in the participant having an excess of ten (10) entries into the WFBC Finals will be awarded the cash value of the entry into the WFBC Finals in lieu of winning another seat in the WFBC Finals, and will not be awarded any amount in lieu of the Trip Package.

All requests to cash out a Trip Package must be submitted to FanDuel via writing on or before August 1, 2024. Any cashout requests submitted after August 1, 2024 will not be accepted and any unused Trip Packages will be forfeited.

WFBC Finals Prizing: The first place finisher in the WFBC Finals will receive a cash prize of Five-Hundred Thousand Dollars (\$500,000). All other prizes for the WFBC Finals will be published when the first WFBC Qualifiers are created. Any Early Prize paid out to Finalists will be deducted from any prizes won in the WFBC Finals.

Eligibility

All residents of the United States and Canada who comply with FanDuel’s eligibility rules for paid entry games in FanDuel’s Terms of Use (<https://www.fanduel.com/terms>) and who

complete and return to FanDuel a signed copy of the WFBC Finals Affidavit of Eligibility by the deadline specified to them by FanDuel are eligible to participate in WFBC Qualifiers, Mega Qualifiers and the WFBC Finals. All participants must be at least 18 years of age (21 in AZ, IA, LA, or MA, 19 in AL) to participate in WFBC Qualifiers, Mega Qualifiers or the WFBC Finals. Users physically located in Hawaii, Idaho, Montana, Nevada, and Washington are not eligible to participate. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law. Any otherwise eligible user who wins an entry into the WFBC Finals but violates FanDuel's Terms of Use or does not return the completed and signed WFBC Finals Affidavit of Eligibility by the specified deadline may be disqualified and forfeit the right to receive an Early Prize and have his or her finishing position swapped with the first eligible runner-up from the corresponding WFBC Qualifier or Mega Qualifier, in FanDuel's sole discretion. A copy of the WFBC Finals Affidavit of Eligibility can be viewed below.

FanDuel employees may enter the competition for testing purposes but are not eligible to win any prizes. All other users who are prohibited from playing in paid entry fantasy baseball contests under FanDuel's terms of use are not eligible for this competition.

Participation in the WFBC Finals and the payment of any prize won at the WFBC Finals are contingent on strict compliance with the WFBC Finals Affidavit of Eligibility. For example, no promotion of other websites or business - of any kind - is allowed by Finalists at any events hosted by FanDuel from August 9, 2024 through August 11, 2024, unless explicit written permission has been granted by FanDuel in advance. FanDuel reserves the right to revoke attendance privileges at any event hosted by FanDuel should a Finalist violate the terms of the WFBC Finals Affidavit of Eligibility or these Terms and Conditions.

Tax

All US residents who win an entry into the WFBC Finals will be required to provide address and social security details to be eligible for WFBC Finals. These details will be used to file a 1099-MISC with the Internal Revenue Service for any users whose winnings on FanDuel exceeds \$600 for the prior year. Failure to provide these details will result in the participant being disqualified and having his or her finishing position swapped with the first eligible runner-up. Finalists are responsible for paying all taxes, fees, registration and insurance, for any prizes won in connection with this contest, including non-cash prizes.

Publicity for WFBC Finalists

As described in further detail in the WFBC Finals Affidavit of Eligibility, Finalists agree that their full names, location and/or photos and videos will be used for marketing purposes. They also agree to speak to bloggers and other journalists and media personnel where applicable prior to, during and after the event, and they agree to participate in additional FanDuel marketing activities, all without additional compensation. Any Finalist unprepared to adhere to this requirement may be disqualified and have his or her finishing position swapped with the first eligible runner-up, in FanDuel's sole discretion.

The WFBC Live Final

The Finalists will be given accommodations for the nights of August 9th, 10th, and 11th in Napa Valley, CA. If a Finalist cannot make the trip due to circumstances that FanDuel, in its sole discretion, deems extreme and outside the Finalists control, FanDuel may authorize the Finalist to nominate one other person to attend the WFBC Finals in his or her place. However, the Finalist will still be expected to fulfill his or her publicity obligations.

Affidavit of Eligibility

In consideration for the opportunity to participate in the World Fantasy baseball Championship ("WFBC"), and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that the information provided above is accurate and complete. I represent that I was not physically located in Hawaii, Idaho, Montana, Nevada, or Washington at the time of entry into any WFBC Qualifier, Mega Qualifier or the WFBC Finals and that I am 18 years of age or older (21+ in AZ, IA, LA or MA, 19+ in AL). I agree to bring government-issued photo identification to the WFBC Finals) for FanDuel to verify my identity and date of birth.
- I reaffirm my agreement to:
 - The FanDuel Terms of Use, provided at (<https://www.fanduel.com/terms>); and
 - The FanDuel WFBC Rules, provided at [Fanduel.com/WFBC](https://www.fanduel.com/WFBC)
- I agree to refrain from any behavior or communication during the WFBC Finals weekend that would harm the image or reputation of FanDuel, the WFBC Finals or the FanDuel user community.
- I will participate in the following, without requesting additional compensation from FanDuel or any third party:
 - I will speak with any interested bloggers and other journalists and media personnel throughout the WFBC Finals, including when such personnel are recording the conversation for publication.
 - At FanDuel's request, I will participate in a specified number of other hours of any FanDuel marketing-related activities that FanDuel organizes (whether during the WFBC Finals weekend or otherwise, at FanDuel's discretion), such as participating in FanDuel marketing photo shoots or interviews with the media, and I agree that my local travel to and from such activities will take place at my own expense and will not count toward the hour total. I agree to be available for these marketing-related activities from 30 days before the WFBC Finals until 90 days after it.
 - § If I win first, second or third place in the WFBC Finals, the total hours for these activities will be 30.
 - § Otherwise, the total hours will be 5.

During the WFBC Finals and at the party the night before the WFBC Finals, I will not participate in any promotional or marketing-related activities for other daily fantasy websites.

I agree that FanDuel and its service providers may use my name, any biographical information that I provide to FanDuel, image, likeness, photo, and voice for advertising, publicity, and promotional purposes before and after the WFBC Finals without additional notice or compensation.

FanDuel and its service providers may photograph, film, videotape, record and/or portray my name, voice, portrayal, actions and/or likeness in connection with the events and activities described in this Affidavit of Eligibility ("Images"). I grant FanDuel ownership of any copyright or other rights I may have in the Images. I grant FanDuel an irrevocable, perpetual and unrestricted right to publish, distribute, copy, perform and otherwise use in any manner the Images and derivative works thereof, in conjunction with my own or a fictitious name, or without any name, and in conjunction with any biographical information that I have provided to FanDuel, or without any such biographical information in any medium, and in all media now or hereafter known, including over the Internet, for promotion, advertising, trade or commerce, or for any other purpose whatsoever. I also grant FanDuel an irrevocable, perpetual and unrestricted right to publish and otherwise use my name for such purposes, whether or not in connection with the Images. I consent to the digital compositing or distortion of the Images, including any changes or alterations as to color, size, shape, perspective, context, foreground or background or associated audio. I also consent to the use of any published matter in conjunction with such Images. I waive any right that I may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with the Images or my name or the use to which they may be applied. I release and discharge FanDuel, its service providers, and assigns from any liability in connection with their use of the Images or my name, including without limitation any claims for libel or violation of any right of publicity or privacy. FanDuel, and its respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents ("Released Parties") shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation, personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the prize (including any travel-related elements) and/or participation in WFBC. This grant of rights is binding upon me and my heirs, estate, legal representatives, and assigns.

Additional Terms and Conditions

The decisions made by FanDuel management regarding, but not limited to, eligibility, winners, scoring, rules, prizes and compliance is in accordance with FanDuel's Terms of Use. No correspondence will be entered into. FanDuel reserves the right to make reasonable changes to these terms, (a) to ensure the fairness of competition, and (b) in response to unanticipated developments (such as technical failures, errors, acts of God, natural disasters, terrorism, changes in applicable law, interruption in the MLB season, failure of stats provider, and failure to obtain a minimum number of entrants).

The Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies are not responsible, and hereby disclaim responsibility, for (i) lost, incomplete, inaccurate, garbled, late, delayed, undelivered or misdirected downloads, installations, registrations, usernames, scores, player selections or revisions; (ii) theft, destruction or unauthorized access to, or alteration of player selections; (iii) failures or malfunctions of phones/mobile devices (including wireless phones/handsets or other wireless devices), phone lines or telephone systems; interrupted or unavailable network/mobile app, server or other connections; (iv) any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including, but not limited to, any injury or damage to participant's or any other person's computer or mobile device related to or resulting from participation in this Promotion; (v) errors or ambiguity in these Terms and Conditions, in any Promotion-related advertisements or other materials; (vi) the selection or announcement of potential winners or the distribution of prizes; and (vii) the cancellation, suspension or preemption of games, injuries or other unavailability of players, scoring tabulation or timing errors or other problems or errors of any kind whether mechanical, human, electronic, typographical, printing or otherwise. By entering, each participant agrees that the Released Parties and their parents, affiliated and subsidiary companies and advertising and promotion agencies shall have no liability and will be held harmless by participant for any claim, action, liability, loss, injury or damage to participant or any other person or entity, including, without limitation, personal injury or death to participant or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize and any travel or travel-related activity thereto or participation in the Promotion; and any and all taxes and other fees applicable to the prizes received by the prize winners. The Released Parties, in their sole discretion, reserve the right to: disqualify any person (and void his/her points) who tampers with the submission process, the operation of the Promotion, or any other component the Promotion, or who is otherwise in violation of these Terms and Conditions; and modify, suspend or terminate the Promotion (or any portion thereof) should virus, bugs, non-authorized human intervention or other causes, including but not limited to war, strikes, and/or acts of God, corrupt or impair the administration, security, fairness or proper play of this Promotion. The Released Parties reserve the right to halt or modify the Promotion at any time during the Promotion if events beyond its control compromise the Promotion's fairness or integrity. **CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RELEASED PARTIES RESERVE THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.**

In the event that the Promotion is challenged by any legal or regulatory authority, Released Parties reserve the right to discontinue or modify the Promotion, or to disqualify participants residing in the affected geographic areas. In such event, the FanDuel shall have no liability to any participants who are disqualified due to such an action.