

## **BIG CAT CASH BACK OFFICIAL RULES**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD.

1. Promotion: Welcome to the “Big Cat Cash Back” promotion presented by FanDuel (“Promotion”). The Promotion is based on the results of the PGA Championship Tournament each day from Thursday, May 16, 2019 through Sunday, May 19, 2019.

2. Sponsor. This Promotion is sponsored by FanDuel, Inc. who may be contacted by email at support@fanduel.com, or by mail at 300 Park Avenue South, 14th floor, New York, New York 10010.

3. Promotion Period. The Promotion shall commence at 7:00AM ET on May 16, 2019 and conclude at 11:59PM on May 19, 2019 (“Promotion Period”).

4. Acceptance of Rules and Terms. By submitting an entry each participant agrees that he or she has reviewed and accepts these rules (“Rules”) and the Sponsor’s Privacy Policy and Terms of Use. SECTION 15 OF FANDUEL’S TERMS OF USE CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION CLAUSE, WHICH IS HEREBY INCORPORATED BY REFERENCE. PLEASE REVIEW THAT CLAUSE CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS. Each Participant agrees to abide by these Rules and the decisions of the Sponsor, which are final and binding in all respects.

5. Eligibility. All eligible participants (“Participants”) entering the Promotion must comply with all terms and conditions of these Rules. Participants may enter as outlined in Section 6 below.

a. The Promotion is open to U.S. and Canadian residents who, on the date of entry, are at least 18 years of age or older (21 or older in Massachusetts) and who comply with our Terms of Use.

b. The officers, directors and employees of the Sponsor, its subsidiaries and affiliated companies, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for these Promotions, and the immediate family members (grandparent, parent, child, sibling, and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate in the Promotion.

c. Employees of other daily fantasy sites, including but not limited to DraftKings and Yahoo, are not eligible to participate in the Promotion.

6. How to Enter. There are two methods of entry into the Promotion. Participants must have a registered FanDuel.com account in order to be eligible for the Promotion. Participants may enter the Promotion by going to FanDuel.com or using the FanDuel mobile application and entering either the PGA Big Cat Eagle contest or the PGA Big Cat Stinger contest (each a “Featured Contest”) starting on Thursday, May 16, 2019 (“Featured Contest Entry”). Participants may enter the Featured Contests by going to the FanDuel lobby and searching for the fantasy golf contests that are marked as “Big Cat Cash Back”. The Featured Contests will have an entry fee of \$3 or \$15 and pay out prizes in accordance with its associated prize table. In addition to the Eligibility requirements outlined in 5a, participants who enter this Promotion by the Featured Contest Entry, must comply with FanDuel’s terms of use for paid entry contests. Participants physically located in Alabama, Arizona, Hawaii, Idaho, Iowa, Louisiana, Montana, Nevada, and Washington are not eligible to enter paid entry contests. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law. Alternatively, Participants may enter the Promotion without entering the Featured Contest by mailing a postcard with their name, age, address, phone number and email address associated with their their registered FanDuel.com account (“Alternate Method Entry”) to FanDuel, Attn: Big Cat Cashback Promotion, 300 Park Avenue South, 14th floor, New York, NY 10010. All entries submitted via Alternate Method Entry must be postmarked on or before May 15, 2019 and received by May 20, 2019. Any submissions that do not meet these criteria will be disqualified from the Promotion. There is no fee associated with this Alternate Method Entry.

a. Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, ineligible, inaccurate, erroneous or misdirected entries, and shall not have any obligation to advise an entrant of an incomplete, invalid, or undeliverable submission. No illegible, incomplete, forged, or altered entries will be accepted.

b. Users may enter the Promotion via Featured Contest Entry a maximum of one hundred fifty (150) times. Users may enter the Promotion via the Alternate Method Entry a maximum of three (3) times. No user may have more than the specified maximum number of entries into the Promotion. Any instance of registering multiple accounts on FanDuel in order to gain more than the maximum number of entries in the Promotion

will result in automatic disqualification from the Featured Contest and Promotion as well as potential suspension from FanDuel.

7. Promotion Structure and Selection of Winners. At the end of the Promotion Period, if Tiger Woods wins The PGA Championship Tournament (“PGA Championship”), then all participants in this Promotion will each win \$15.00 (“Cash Prize(s)”) for each Featured Contest Entry in the PGA Big Cat Eagle contest and Alternate Method Entry they submitted, and \$3.00 (“Cash Prize(s)”) for each Featured Contest Entry in the PGA Big Cat Stinger contest. For avoidance of doubt, Tiger Woods must have finished in 1st place in the PGA Championship for any users to be eligible winners and receive a Cash Prize.

a. If Tiger Woods does not win the PGA Championship, then no Cash Prizes will be awarded.

b. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official Winners will earn the Cash Prizes. All decisions of the Sponsor regarding the Promotion and the application of these Rules are final and binding.

d. Any Cash Prizes will be deposited into a Winner’s FanDuel account within 72 hours of winning a Cash Prize.

e. Each Winner is solely responsible for all federal, state, and local taxes and other fees associated with his or her receipt and use of a Cash Prize. No substitution, assignment or transfer of prize is permitted, except by the Sponsor, who reserves the right to substitute the prize with another prize of greater or equal value if Cash Prize cannot be awarded as stated. The Sponsor will withhold and/or report taxes as required by the applicable law of the Sponsor’s jurisdiction. Taxes and fees, if any, are the sole responsibility of the prize winner(s). Sponsor is responsible only for prize delivery and expressly disclaims responsibility for prize utility, quality, or otherwise.

8. Prizes and Odds: There are Six Hundred Thousand (\$600,000) in total prizes that will be paid out if Tiger Woods wins the PGA Championship. Current Odds for Tiger Woods to win the PGA Championship are 17:2.

9. Applicable Rules And Winner’s List: For any legally required winners’ list, send a self-addressed stamped envelope (unless otherwise prohibited by local law) to FanDuel,

Inc., 290 Park Avenue South, 14th floor, New York, New York 10010, Attn: Promotions. All such requests must be received within three (3) months after the end of the Promotion.

10. No Third Party Sponsor. This Promotion is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party, other than FanDuel.

11. Publicity. Winners agree that their names, location, social media posts, and/or photos and videos tagged in response to Promotion posts may be used for marketing purposes. By participating in the Promotion, the Winner agrees to refrain from any behavior or communication that would harm the image or reputation of FanDuel or the FanDuel user community. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNER'S LIST.

12. Additional Terms and Conditions. The decisions made by FanDuel management regarding, but not limited to, eligibility, winners, scoring, travel arrangement, rules, prizes and compliance with FanDuel's standards of conduct are final. 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, delays in the PGA Championship Tournament, errors, acts of God, natural disasters, terrorism, and changes in applicable law.

13. Choice of Law and Disputes. Choice of law Disputes shall be subject to the provisions in FanDuel's terms of service, which are hereby incorporated by reference, including Section 15, which contains a binding arbitration clause and a class action waiver. YOU SHOULD REVIEW THESE TERMS CAREFULLY, AS THEY MAY AFFECT YOUR LEGAL RIGHTS.

14. Conditions of Participation and Limitations of Liability. By participating, entrants hereby release, hold harmless, covenant not to sue, and forever discharge Sponsor, its respective parent companies, affiliates, subsidiaries, retailers, divisions, dealers, advertising and promotion agencies, and all others associated with the development and execution of the Promotion, including Fantasy Cruncher, and each of its and their directors, employees, officers, and agents from and against any and all third-party claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of

action of any kind that in any way now or hereinafter may arise from or relate to the Promotion, including without limitation (i) the administration of the Promotion, such as typographical, printing, seeding, human or other errors relating to or in connection with the Promotion, the processing of entries, the announcement of the prize or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery or lack of availability of the prize or prize materials and/or (ii) entrants' participation in the Promotion offered by Sponsor or their acceptance or use of a prize, or participation in any prize related activities, including, without limitation, any travel related thereto, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the Promotion and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy, liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities.

Sponsor reserves the right at its sole discretion to disqualify any individual who is found to be (i) acting in violation of these Rules or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Promotion, or with the intent to annoy, abuse, threaten or harass any other person. Without limiting the foregoing, in the event Sponsor is prevented from continuing with the Promotion as contemplated by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then the Sponsor shall also have the right to modify, suspend, extend or terminate the Promotion. In the event that the Promotion is terminated, cancelled, or postponed for any reason whatsoever, the ARV of the prize(s) will be awarded to the extent required by law.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES OR PROMOTION OFFERED BY SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**