

## **Terms & Conditions:**

### **Promotion Structure**

Welcome to the “2020 NHL® Free Play Series” promotion (the “Promotion”), where you will have the opportunity to earn entry into a weekly fantasy hockey free play contest to win bonus prizes.

The Promotion begins at 12:00am ET on Monday, March 9, 2020 and ends at 11:59pm ET on Friday, April 3, 2020 (the “Promotion Period”). Each week of the Promotion Period from Monday through Friday will be a “Qualifying Week”, with each Monday, Tuesday, Wednesday, and Thursday of that Qualifying Week being a “Qualifying Day”.

On Friday of each Qualifying Week during the Promotion Period, FanDuel will offer one (1) fantasy hockey free play contest (each a “Free Play” and collectively the “Free Plays”) for eligible users to enter. Eligible users will gain one (1) entry into a Qualifying Week’s Free Play for each Qualifying Day during that Qualifying Week in which they enter a paid fantasy hockey contest on FanDuel. Eligible users can earn a max of four (4) entries into a Qualifying Week’s Free Play. Entries made via a voucher or with FanDuel Points will not count towards the Promotion. If an Eligible user enters a paid fantasy hockey contest that does not run, or they cancel their entry, they will be ineligible to receive an entry into the Free Play on that Qualifying Day.

Winners of a free entry into a Free Play will see their contest ticket on their Vouchers page on or before 12pm ET the day of that Free Play. Users awarded a contest ticket by FanDuel are responsible for redeeming their voucher before the Free Play starts and setting their preferred lineup into the Free Play.

### **Free Play Prizing:**

Each Free Play will award prizes as set forth in the table below:

<b>Place</b>	<b>Prize</b>
1st	Autographed NHL item + NHL Breakaway Voucher (\$4.44 value)
2nd	\$200 NHL shop credit + NHL Breakaway Voucher (\$4.44 value)
3rd	\$100 NHL shop credit + NHL Breakaway Voucher (\$4.44 value)
4th	\$50 NHL shop credits + NHL Breakaway Voucher (\$4.44 value)
5th	\$25 NHL shop credits + NHL Breakaway Voucher (\$4.44 value)

6th - 10th	NHL Breakaway Voucher (\$4.44 value)
11th-100th	NHL One Timer Voucher (\$1 value)
101st-1,000th	NHL Deflection Voucher (\$0.25 value)
1,001st-3,812th	NHL Five Hole Voucher (\$0.05 value)

The first place finisher in each Free Play will win an autographed NHL item (determined in FanDuel's discretion) and a NHL Breakaway Voucher, subject to terms and conditions. The approximate retail value ("ARV") of the first place prize is \$1,000.

### **Teams and Scoring:**

All contests entered as part of the Promotion will follow FanDuel's standard rules and scoring for fantasy hockey contests, available at <https://www.fanduel.com/rules> . In the event of a tie for memorabilia or an NHL shop credit prize, the tied players will play a one-day 'playoff' fantasy hockey contest administered by FanDuel to determine the finishing position. The playoff contest will follow FanDuel's standard scoring rules for fantasy hockey contests. All other ties will result in the tied players receiving the split cash value of the related prizes, which will be determined by FanDuel in its sole discretion. For example, if there is a three-way tie for 9th, 10th, and 11th position, FanDuel will provide each participant with a prize that is one-third of the aggregate value of the original prizes.

### **Eligibility**

In order to participate, you must meet the following qualifications:

- All United States residents who otherwise comply with our eligibility rules for paid entry games in our Terms of Use and are 18 years of age or older (21+ in Massachusetts or Iowa, 19+ in Alabama);
- Users physically located in Arizona, Hawaii, Idaho, Louisiana, Montana, Nevada and Washington are not eligible to participate or win a prize from challenges that require an entry fee to complete in and may not use FanDuel Points to enter any contests on

FanDuel. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law.

- You must comply with the entirety of FanDuel's Terms of Use <https://www.fanduel.com/terms>;
- You will abide at all times by FanDuel's Terms of Use and any other agreements between you and FanDuel regarding your use of FanDuel or participation of games therein;
- You must be a registrant or existing FanDuel user to participate; and
- You are not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding.

Employees, officers, and directors of FanDuel, the National Hockey League ("NHL"), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities, collectively, the "NHL Entities") and each of their respective parents, affiliates, subsidiaries, and family members living in the same household of such employees, officers, and directors, and NHL players and officials are not eligible to participate in the Promotion and win any prizes, but are eligible to participate in the Promotion for promotional or testing purposes.

### **Affidavit of Eligibility**

Promotion participants may be required to sign the below Affidavit of Eligibility to confirm their identity and eligibility. Any participant refusing to sign the Affidavit of Eligibility upon FanDuel's request will be disqualified from the Promotion and ineligible to receive any prizes.

In consideration for the opportunity to participate, and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that I am a resident of the United States, I was not physically located in Arizona, Hawaii, Idaho, Louisiana, Montana, Nevada, or Washington at the time of entry into any Free Play, and I am over 18 years of age (21 if in Massachusetts or Iowa, 19 if in Alabama). I agree to provide government-issued photo identification to 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 Promotion rules, provided at ([fanduel.com/nhl](https://www.fanduel.com/nhl))

- I agree to refrain from any behavior or communication during any promotion that would harm the image or reputation of FanDuel, the NHL Entities, or the FanDuel user community.
- I release and discharge FanDuel, the NHL Entities, their service providers, and assigns from any liability in connection with their use of my image or my name, including without limitation any claims for libel or violation of any right of publicity or privacy. FanDuel, the NHL Entities and each of their 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 prizes (and any travel related activities) and/or participation in the Promotion.

### **Additional Terms and Conditions**

FanDuel may request United States resident prize winners to provide address and social security details prior to receiving their prize if their prize exceeds \$600 in value. Winners are responsible for paying all taxes, fees, registration and insurance, for any prizes won in connection with this contest, including non-cash prizes.

The decisions made by FanDuel regarding, but not limited to, eligibility, winners, scoring, rules, prizes and compliance is in accordance with FanDuel's standards of conduct. 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 (including, but not limited to, technical failures, errors, acts of God, natural disasters, terrorism, changes in applicable law, failure of stats provider and failure to obtain a minimum number of entrants).

By participating in the Promotion, you agree that FanDuel may provide your name and email address to the NHL and that the NHL may use this information for marketing and advertising purposes in accordance with its own policies.

By participating in the Promotion, each participant accepts and agrees to accept and be bound by these Terms and Conditions and by the decisions of FanDuel, which shall be final and binding in all respects. No transfer, assignment, cash redemption, or substitution of prize (or portion thereof) is permitted, except by FanDuel, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value as determined by FanDuel.

Except where prohibited by law, a prize winner's acceptance of a prize constitutes permission for the Released Parties to use that prize winner's name, voice, city/state of residence, photos, video or film clips, and/or other visual likeness, worldwide and in all forms of media, in perpetuity, without further compensation. Prize winners agree to the Released Parties' use of their names and likeness for advertising and publicity purposes, without additional compensation, unless prohibited by law.

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, NHL® player selections or revisions; (ii) theft, destruction or unauthorized access to, or alteration of, NHL® 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 an NHL® game, 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 (1) 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 (2) 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: 1) 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 2) 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 Period if events beyond their 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, FanDuel shall have no liability to any participants who are disqualified due to such an action.

In the event of any ambiguity(s) or error(s) in these Terms and Conditions, the Released Parties reserve the right to modify these Terms and Conditions for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the terms and conditions of the Promotion.

This Promotion is operated by FanDuel and is not administered by the National Hockey League or its affiliates. Void where prohibited by law, rule or regulation. All federal, state, provincial and local laws and regulations apply.

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