**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD.**

1. **Promotion**: Welcome to the FanDuel Swag Bag Giveaway (the "Promotion"). No purchase necessary to enter or win, and no deposit, entry fee, payment, or proof of purchase is necessary to participate in this Promotion.

2. **Sponsor**. This Promotion is sponsored by FanDuel, Inc. (the "Sponsor" or "FanDuel"), 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 and Description of Promotion**. The Promotion shall commence on Monday, June 8th at 9:00 AM EST (the "Start Date") and conclude on Sunday, June 21tt at 11:59 PM EST (the "End Date"). The period from the Start Date to the End Date shall be known as the "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 and the Sponsor's Privacy Policy and Terms of Service. SECTION 15 OF FANDUEL'S TERMS OF SERVICE CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION CLAUSE. 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..
    a. The Promotion is open to U.S. residents who, on the date of entry, are at least 18 years of age or older (19 or older in Alabama, 21 or older in Massachusetts).
    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**. Participants will be entered in the Promotion each time the Participant publicly posts following the Promotion's rules (each an "Entry" and collectively the "Entries") during the Promotion Period. Each Participant must have a FanDuel account created at the time of Entry in order to be eligible for this Promotion, and must have the settings on their social media count set to public.
    a. Participants entering the Promotion concurrently with wording, depiction or images that FanDuel considers, in its sole discretion, to be vulgar, profane, offensive or otherwise inappropriate shall not be eligible for the Promotion.
    b. Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, 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. Proof of liking and commenting on the Promotion Post does not constitute proof of receipt or entry into the Promotion.
    c. There is a limit of one (1) Entry per Participant during the Promotion Period.

7. **Selection of Winners.** Winners will be selected by random drawing from all eligible Entries received from Participants at the end of the Promotion Period. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official "Winners" of the Promotion. Odds of winning depend on the total number of eligible Entries received. The purchase of any goods or services will not increase any Participant's chances of winning. All decisions of the Sponsor regarding the Promotion and the application of these Rules are final and binding.
    a. Winners will be notified by social media and/or email in order to claim the Prizes (as described below).
    b. Any failure of a Winner to notify and communicate acceptance within the timeframe set forth by Sponsor will result in forfeiture of the Prize. In the event that a potential winner forfeits or is disqualified for any reason, an alternate potential winner will be selected in a random drawing from among all remaining eligible Entries.
    c. 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 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 a 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.
    d. 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**: Odds of winning depend on the number of eligible Entries received during the Promotion Period. The Prizes for the Promotion are listed in the table below:

| ***Prize*** | ***No. Winners of Each Prize*** | ***Prize Description*** | ***Approximate Retail Value*** |
|---|---|---|---|
| NFL Jersey, Hat, and $100 FanDuel DFS Cash Credit | 1 | NFL Jersey, Hat, and $100 FanDuel DFS Cash Credit | $250 |
| ***Total Approximate Retail Value of All Prizes*** | | | $250 |

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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

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.

a. Twitter, Facebook and Instagram collectively "Social Media Sites" are not sponsors, endorsers, or affiliated in any way with the Promotion. All questions regarding the Promotion must be directed to Sponsor, not any social media site. You agree as a condition of participating in the Promotion that you shall release Social Media Sites from any and all liability arising out of or relating to your entry, creation of an entry, submission of an entry, participation in the sweepstakes, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

11. **Publicity.** Prize 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, dates, travel arrangements, 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 to ensure the fairness of competition, and in response to unanticipated developments (such as technical failures, 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, 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 acting (i) in violation of these Rules, (ii) in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Promotion, or (iii) 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 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 Prizes 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.