

2022 NFL Shootout Series

TERMS & CONDITIONS

1. Description of Promotion

Welcome to the NFL Shootout Series promotion (the "Promotion"), where participants who participants compete in contests to receive bonus cash for use only on FanDuel Daily Fantasy Sports ("Bonus Cash").

The Promotion is sponsored by FanDuel, Inc., located at 300 Park Avenue South, 14th Floor, New York, NY 10010 ("FanDuel" or the "Sponsor"). The terms "you" or "your" mean the person to whom a Promotion Bonus (defined below) is issued to upon satisfaction of the terms and conditions set forth in this Promotion. Redemption of the Promotion is expressly conditioned upon acceptance of and compliance with all of these Promotion "Terms and Conditions". Promotion participants may be required to sign paperwork issued by the Sponsor.

2. Promotion Period

The Promotion will begin at 8:20 PM ET on September 22, 2022, and end at 11:59 PM ET on September 26, 2022 (the "Promotion Period").

3. Eligibility

The Promotion is only open to individuals who are at least 18 years of age and are physically present in a legal Daily Fantasy Sports State, 19 or older if in Alabama and 21 or older if in Arizona, Massachusetts, or Iowa, who comply with FanDuel's terms of use for free entry contests. If your social security number is associated with another DFS Account in Sponsor's database, you may only earn one Bonus Cash in respect of all DFS Accounts under this Promotion. Employees, officers and directors of the Sponsor, its parent companies, and each of their respective affiliates, subsidiaries, cable/satellite affiliates, advertising and promotion agencies, retailers, distributors, and each of such employees', officers', and directors' immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in the Promotion or receive a Bonus Cash.

4. Action Required

To qualify for the Promotion, eligible participants must enter a Qualifying Contest (as described below) via the FanDuel lobby with the tag "Shootout Series" ("Promotion Requirements").

Contest Structure: During the Promotion Period, there will be a total of sixteen (16) featured contests, with each being a "Qualifying Contest". Each Qualifying Contest will be a multi-entry, single game fantasy football contest. There will only be one (1) Qualifying Contest for each of the sixteen (16) NFL Single Game slates being played during the Promotion Period.

5. Claiming Promotion Offer

The Promotion will award prizes, based on the aggregate total of a participant's top three scores ("Aggregate Score") from the Qualifying Contests a participant enters during the Promotion Period. Only

the participants top score in a Qualifying Contest is eligible for the Promotion and the top three overall scores from all eligible top Qualifying Contest scores will count towards the Aggregate Score. All Qualifying Contests are multi-entry contests. Any instance of registering multiple accounts on FanDuel in order to gain more than the permitted number of entries into a Qualifying Contest will result in automatic disqualification from the Qualifying Contest and the Promotion as well as potential suspension from FanDuel.

Standard FanDuel NFL scoring rules apply to all Qualifying Contests. In the event of a tie for a prize based on Aggregate Score, the tied participants will evenly split the prizes for the tied finishing positions.

At the end of the Promotion Period, the 2,805 participants with the highest Aggregate Score during the Promotion Period (“Winners”) will win a Bonus Cash prize as per the table below:

Place	Reward
1st	\$20,000 Bonus Cash
2nd	\$10,000 Bonus Cash
3rd	\$5,000 Bonus Cash
4th-5th	\$3,000 Bonus Cash
6th-7th	\$2,000 Bonus Cash
8th-10th	\$1,000 Bonus Cash
11th-13th	\$500 Bonus Cash

14th-16th	\$400 Bonus Cash
17th-25th	\$300 Bonus Cash
26th-40th	\$200 Bonus Cash
41st-65th	\$150 Bonus Cash
66th-100th	\$100 Bonus Cash
101st-200th	\$50 Bonus Cash
201st-300th	\$40 Bonus Cash
301st-500th	\$30 Bonus Cash
501st-800th	\$20 Bonus Cash
801st-1300th	\$15 Bonus Cash
1301st-2,085th	\$10 Bonus Cash

Participants are only eligible for one (1) prize during the Promotion. All Winners of Bonus Cash will see their prize added into their DFS Accounts (as described below) within 48 hours of the conclusion of the Promotion.

Bonus Cash recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Promotion Bonus received, regardless of whether the Bonus Cash, in whole or in part, is used. The Promotion Bonus value may be reported for tax purposes as required by law.

6. Registration Procedures

To qualify for the Promotion, eligible individuals must have an active FanDuel Daily Fantasy Sports member account (“DFS Account”) and verify your identity in order to play on FanDuel Daily Fantasy. Creating a DFS Account at www.fanduel.com is free. By submitting your information and creating a DFS Account, however, participants will be required to agree to the FanDuel Privacy Policy and Terms. If you do not agree to FanDuel’s Terms and Privacy Policy, you cannot create a DFS Account or participate in this Promotion.

7. Limitations on Participation

In addition to the eligibility requirements in Section 3, Sponsor reserves the right to refuse or otherwise restrict your eligibility to participate in any Promotion for any reason, in its sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Promotion in good faith. This Promotion is void where prohibited by law.

8. Wagering Requirements

See Section 4.

9. Order of Funds Used for Wagering

Bonus Cash is used before deposited funds when playing on your DFS Account or entering paid contests on your DFS Account.

10. Eligible Games

The NFL Shootout Series game slates located in the FanDuel lobby during the Promotion Period.

11. Restrictions on Withdrawal

Bonus Cash is not transferable and cannot be substituted except in the Sponsor’s sole discretion. Bonus Cash is non-withdrawable, but any winnings therefrom are immediately withdrawable. Bonus Cash may only be used for playing on your DFS Account. You may withdraw your deposited funds without penalty at any time.

12. Cancellation

Should you wish to cancel your participation in this Promotion at any time, please contact customer support at dailyfantasy@fanduel.com or 877-689-0662. Upon cancellation, you may withdraw any funds you have deposited into your account without restriction. However, any Promotion Bonus amount in your account is non-withdrawable.

13. Responsible Gaming

Gambling Problem? Call 1-800-Next-Step.

14. Additional Terms

Affidavit of Eligibility: FanDuel may require prize winners to sign an Affidavit of Eligibility to confirm their identity and eligibility for the Promotion. In consideration for the opportunity to participate in the Promotion, and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that I was not physically located in Alabama, Hawaii, Idaho, Montana, Nevada, or Washington at the time of entry into any Featured Contest, and that I am over 18 years of age (21+ if in Arizona, Massachusetts or Iowa, 19+ if in Alabama). I agree hereby to provide government-issued photo identification to FanDuel to verify my identity and date of birth.
- I represent that I am not an employee or operator of another daily fantasy site that charges entrance fees or offers cash prizes. Further, I represent that I do not, by virtue of affiliation with another daily fantasy site, have access to the site's pre-release non-public confidential data about contest-related information.
- I reaffirm my agreement to:
 - The FanDuel Terms of Use, provided at (<https://www.fanduel.com/terms>); and
 - The NFL Shootout Series Promotion rules, provided at [FanDuel.com/shootout-series](https://www.fanduel.com/shootout-series)
- I agree to refrain from any behavior or communication during The NFL Shootout Series Promotion that would harm the image or reputation of FanDuel, or the FanDuel user community.
- I release and discharge FanDuel, its service providers, and assign 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, 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 a prize and/or participation in the Promotion.

Administration: The Sponsor expressly reserves the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of the Sponsor. Sponsor reserves the right to restrict at any time any DFS Account holder from participating in this Promotion for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this

Promotion will be resolved at the sole discretion of the Sponsor and its decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By redeeming this Promotion, participants agree to release, defend, indemnify and hold harmless the Sponsor, its affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) your participation in the

Promotion; and (ii) the receipt, use or misuse of the Promotion Bonus, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by the Sponsor's own negligence. The Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Promotion Bonus. In consideration of the Promotion Bonus, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by the Sponsor, and its affiliates.

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.

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 this 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. I further agree that if I am selected as a recipient of a Bonus Cash, I will speak with any media personnel at Sponsor's request and will participate in a specified number of other hours of any Sponsor-related marketing activities (at Sponsor's discretion), such as participating in marketing photo shoots or interviews with the media. I agree that Sponsor and its service providers may record, photograph, film and/or use my name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotional purposes without additional notice or compensation. I grant Sponsorship ownership of any copyright or other rights I may have in the foregoing. 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 foregoing or my name or the use to which they may be applied. I release and discharge Sponsor, its affiliates, its service providers, and assigns from any liability in connection with their use of my name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy., I acknowledge and agree that in the event I violate or do not abide by these Terms and Conditions, I will no longer be eligible for any Promotion Bonus and Sponsor shall have the right in its sole discretion to select a different recipient of such Promotion Bonus

Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants and the Sponsor in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

Dispute Resolution: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York County, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration",

then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York, New York. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in New York County, New York. The Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SPONSOR SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous: No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.