

FanDuel Super Bowl Bingo Promotion

TERMS & CONDITIONS

NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. Description of Promotion

Welcome to the Super Bowl Bingo promotion (the “**Promotion**”) where participants each get a unique bingo card with Twenty-Four (24) different squares each containing an Event (as defined herein), including Eligible Game (as defined below) related props and other moments in the Eligible Game broadcast, and a free square in the center. The first 20,100 participants who get “**Bingo**” (i.e. 5 squares in a row) will win payout amounts in site credit as set forth herein.

The Promotion is sponsored by Betfair Interactive US, LLC (“**BIU**”), located at 6701 Center Drive West, Suite 1000, Los Angeles, CA 90045 and FanDuel Inc., located at 300 Park Ave South, 14th Floor, New York, NY 10010 (“**FanDuel**”, and collectively with BIU, the “**Sponsor**”). The terms “you” or “your” mean the person to whom a Payout (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 on 12:00am ET on January 30, 2023 and ends at 6:29pm ET on February 12, 2023 (the “**Promotion Period**”).

3. Eligibility

The Promotion is open to individuals who enter with a Sportsbook Account (as defined herein) who are at least 21 years of age and are physically present in Arizona, Colorado, Connecticut, Illinois, Indiana, Iowa, Kansas, Louisiana (excluding the following parishes: Caldwell, Catahoula, Franklin, Jackson, LaSalle, Sabine, Union, West Carroll and Winn), Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia, or Wyoming during the Promotion Period. The Promotion is also open to individuals who enter with a DFS Account (as defined herein) who are at least 18 year of age or older, 19 or older if in Alabama and 21 or older if in Massachusetts or Iowa who comply with FanDuel’s terms of use for free entry contests. If your social security number is associated with another Sportsbook Account (as defined below) or DFS Account (as defined below) database, you may only earn one Payout (as defined below) respect of all such Sportsbook or DFS Accounts (as defined below) under this Promotion. Employees, officers and directors of the Sponsor, their 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 Payout (as defined below).

4. Action Required

Use your Sportsbook or DFS Account (as defined below) credentials to log in and select the “Play Now” option on the Promotion page (“**Entry**”). Upon Entry you will be given a virtual Bingo card. No purchase or deposit is necessary in order to make an Entry. To get “Bingo”, you must complete a row of five squares on your Bingo card. An explanation of what must occur to complete a square (“**Events**”) is explained in the ‘Glossary of Squares’ on the Promotion page. A completed row may be formed by completing all the squares in one column, row, or diagonally from top left to bottom right or top right to bottom left. Once a row is complete, the call Bingo button (“**Button**”) at the bottom of your Bingo card will change color, indicating that you may submit your card to win.

5. Claiming Promotion Offer

The first Twenty-Thousand One Hundred (20,100) participants to click the Button with a completed row on his or her card will receive a payout amount based on their finishing position as listed in the table below ("**Payout**"). Finishing positions will be determined by order in which participants click the Button.

| Finishing positions | Payout amount |
|-------------------------------------|---|
| 1 | \$10,000 in site credit |
| 2-10 | \$1,000 in site credit |
| 11-20 | \$250 in site credit |
| 21-200 | \$100 in site credit |
| 201-600 | \$50 in site credit |
| 601-1,600 | \$10 site credit |
| 1,601-4,600 | \$5 site credit |
| 4,601-20,100 | \$1site credit |
| Players after 20,100 who call Bingo | Entry into a private Free to Play Contest for a to be determined sporting event with a prize pool of \$10,000 to be split evenly amongst all winners. |

Payouts will occur in non-withdrawable site credit that expires 7 days after receipt. Site credit will be distributed as either DFS site credit or Sportsbook site credit based on the location of and user activity on the account you use to enter the Contest in accordance with the following:

- If your account is geolocated to a DFS-only state (in which FanDuel offers a DFS service but does not offer an online sportsbook service), any Payouts will be in DFS-only site credit.
- If your account is geolocated to a state in which FanDuel offers both a DFS service and an online sportsbook service, and you have no recent activity on either the DFS or sportsbook service, any Payouts will be made in Sportsbook-only site credit.
- If your account is geolocated to a state in which FanDuel offers both a DFS service and an online Sportsbook service, and you have recent activity on the DFS service but no recent activity on the Sportsbook service, any Payouts will be made in DFS-only site credit.
- If your account is geolocated to a state in which FanDuel offers both a DFS service and an online sportsbook service, and you have recent activity on the Sportsbook service but no recent activity on the DFS service, any Payouts will be made in Sportsbook-only site credit.
- If your account is geolocated to a state in which FanDuel offers both a DFS service and an online sportsbook service, and you have recent activity on both the DFS or Sportsbook service, any Payouts will be made in Sportsbook-only site credit.

Sportsbook-only site credit is only valid online and not in any FanDuel Sportsbook retail locations.

There is a limit of one (1) share of the Payout per individual. There will be a total of One Hundred Thousand Dollars (\$100,000) in total Payouts during the entire Promotion Period. If applicable, the Payout will be credited within seventy-two (72) hours of the completion of the Promotion Period. Payout recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Payout received, regardless of whether the Payout, in whole or in part, is used. The Payout value may be reported for tax purposes as required by law.

Determination of whether an Event will result in the completion of a square shall be decided by Sponsor in its sole discretion. If multiple Events occur during the same play, all Events are deemed to have occurred at the completion of that play. Events cannot occur until after the opening tipoff. Second-half Events cannot occur until after the opening tipoff of the second half. The free square for the start of the 4th quarter will be deemed to have occurred once the ball is put in play at the start of the 4th quarter.

6. Registration Procedures

To qualify for the Contest, eligible individuals must have an active FanDuel Sportsbook member account ("**Sportsbook Account**") or an active FanDuel Daily Fantasy Sports member account ("**DFS Account**" and together with Sportsbook Account, "Accounts" and each, an "Account"). Creating a Sportsbook Account at <https://sportsbook.fanduel.com> or

creating a DFS account at <https://www.fanduel.com/join> is free. By submitting your information and creating a DFS Account or Sportsbook Account, however, participants will be required to agree to Sponsor's Privacy Policy and Terms at <https://www.fanduel.com/privacy>. If you do not agree to Sponsor's Terms and Privacy Policy, you cannot create a DFS Account or Sportsbook Account.

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 the Contest for any reason, in their sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Contest in good faith. This Contest is void where prohibited by law.

8. Wagering Requirements

N/A.

9. Order of Funds Used for Wagering

Sportsbook site credit is used before deposited funds when wagering. DFS site credit is used before deposited funds when entering paid contests on your DFS Account. DFS Account users located in ID, HI, MT, NV, and WA are not eligible to participate in paid entry contests on FanDuel. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law.

10. Eligible Games

The NFL championship game ("**Super Bowl**") taking place on February 12, 2023.

11. Restrictions on Withdrawal

The Payout is not transferable and cannot be substituted except in the Sponsor's sole discretion. The Payout may only be used for wagering on your Sportsbook Account or entering contests on your DFS Account. Any unused portion of the Payout will be automatically withdrawn from your Sportsbook Account seven (7) days after being credited to your Sportsbook Account and will be automatically withdrawn from your DFS Account fourteen (14) days after being credited to your DFS Account. In order to withdraw any winnings generated from wagers placed using your Payout from your Sportsbook Account, you must make a minimum deposit of Ten Dollars (\$10) into your Sportsbook Account.

In order to withdraw any winnings generated from contests entered into using your Payout from your DFS Account, you must make a minimum deposit of One Dollar (\$1) into your DFS Account. You may withdraw any deposited funds without penalty at any time. Payouts made to Sportsbook Accounts are in non-withdrawable site credit but do not carry any restrictions as to withdrawing winnings earned from use of such site credit. Promotion participants located in states that Sponsor does not offer a DFS, or online Sportsbook service may contact customer support at <https://support.fanduel.com> to convert their Payout, if any, into withdrawable cash. DFS Accounts and Sportsbook Accounts associated with users located in states in which Sponsor currently offers a DFS or online Sportsbook service are not eligible to have any received Payout converted to withdrawable cash.

12. Cancellation

Should you wish to cancel your participation in this Contest at any time, please contact customer support at <https://support.fanduel.com/s/>. Upon cancellation, you may withdraw any funds you have deposited into your account without restriction. However, any site credit in your FanDuel Account may not be withdrawn. For customers located in New York, complaints may be filed directly with the New York State Gaming Commission.

13. Gambling Problem

Arizona Customers: Gambling Problem? Call 1-800-NEXT-STEP or text NEXTSTEP to 53342

Colorado Illinois, New Jersey, Ohio, Pennsylvania, and Virginia Customers: If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.

Connecticut Customers: Gambling Problem? Call 1-888-789-7777 or visit ccpg.org/chat

Indiana Customers: For Help with A Gambling Problem, Call 1-800-9-WITH-IT

Iowa Customers: If you or someone you know needs gambling treatment, call 1-800-BETSOFF

Kansas Customers: Gambling Problem? Getting ghelp is your best bet. Call 1-800-522-4700 or visit ksgamblinghelp.com

Louisiana Customers: If you or someone you know has a gambling problem and wants help, call 1-877-770-STOP

Maryland Customers: Please play responsibly, for help visit mdgamblinghelp.org or Call 1-800-GAMBLER

Michigan Customers: Gambling Problems? Call 1-800-270-7117 for confidential help

New York Customers: For help with a gambling problem, Call 1-877-8HOPE-NY or Text HOPENY (467369)

Tennessee Customers: For problem gambling support, call or text the Tennessee REDLINE 1-800-889-9789

West Virginia Customers: Gambling Problem? 1-800-GAMBLER or visit www.1800gambler.net

Wyoming Customers: Gambling Problem? Call 1-800-522-4700

14. Additional Terms

Administration: The Sponsor expressly reserves the right to amend, suspend or terminate this Contest at any time without prior notice or consent. Administration of this Contest is at the sole discretion of the Sponsor. Sponsor reserves the right to restrict at any time any Account holder from participating in this Contest for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Contest will be resolved at the sole discretion of the Sponsor and their decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Contest or reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By redeeming this Contest, participants agree to release, defend, indemnify and hold harmless the Sponsor, and each of their respective affiliates, gaming license partners, advertising and Contest 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 Contest; and (ii) the receipt, use or misuse of the Payout, or while preparing for, participating in, and/or traveling to any Contest-related activity, including those damages caused by the Sponsor's own negligence. The Sponsor expressly disclaim 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 Payout. In consideration of the Payout, 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 Contest, in any and all advertising, Contests and other publicity conducted by the Sponsor, and each of their respective parents, subsidiaries and affiliates.

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 Contest 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 Contest 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 agree 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, AND THEIR SUBSIDIARIES, ARE NOT 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 CONTEST, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAVE 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.

Winners Lists: For any legally required winners' list, send a self-addressed stamped envelope to Sponsor at Attn: Legal Department at 300 Park Ave., New York, NY 10022. All such requests must be received within three (3) months after the end of the Contest.