

## Gronk Signed Jersey Sweepstakes Terms

**NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. 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.**

### OFFICIAL RULES

#### **1. Description of Sweepstakes**

Welcome to the Gronk Signed Jersey Sweepstakes (the “**Sweepstakes**”) where participants who complete a free or paid Faceoff game on FanDuel Faceoff will receive an entry into a random drawing for the chance to win a Rob Gronkowski autographed Jersey, or split a share of a cash payout (as defined herein.)

The Sweepstakes is sponsored by Betfair Interactive US, LLC (“**BIU**” or the “**Sponsor**”), located at 6701 Center Drive West, Suite 1000, Los Angeles, CA 90045. The terms “you” or “your” mean the person to whom a Sweepstakes Prize(defined below) is issued to upon satisfaction of the terms set forth in this Sweepstakes. Redemption of the Sweepstakes is expressly conditioned upon acceptance of and compliance with all of these Sweepstakes “**Official Rules**”. Sweepstakes participants may be required to sign paperwork issued by the Sponsor.

#### **2. Sweepstakes Period**

The Sweepstakes will begin on or around 12:00 pm ET on August 31, 2023 and ends at 11:59pm ET on September 12, 2023 (the “**Sweepstakes Period**”).

#### **3. Eligibility**

The Sweepstakes is only open to individuals who are at least 18 years of age or older (19 years old or older in Alabama and 21 years old or older in Massachusetts). User must be a citizen or resident of the United States and that you have an address in the United States. Employees, officers and directors of the Sponsor, its affiliates, cable/satellite affiliates, advertising and Sweepstakes agencies, retailers, distributors (collectively, “**Sweepstakes Entities**”), 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 Sweepstakes or receive a Prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. A person cannot be an eligible participant or winner if such person is a person: (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute or executive order; or (b) who is acting, directly or indirectly, for or on behalf of any such person. When entering a paid contest, you are not physically in any of these states: Arizona, Arkansas, Connecticut, Hawaii, Idaho, Iowa, Louisiana, Maryland, Michigan, Missouri, Montana, Nevada, New Jersey, Pennsylvania, South Carolina, South Dakota, Tennessee, Washington or West Virginia. If your social security number is associated with another Faceoff Account (as defined below) in Sponsor’s database, you may only earn one Prize (as defined below) in respect of all Faceoff Accounts (as defined below) under this Sweepstakes. 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 Sweepstakes or receive a Prize(as defined below). Any individuals who are actively on any “exclusion” or “self-exclusion” list(s) are ineligible to participate in this Sweepstakes. Individuals who have entered any self-limited or government agency self-exclusion program or have been otherwise excluded from casinos by a government agency, Sponsor or one of its affiliates or gaming license partners and persons on a Disassociated Patrons, Self-Limit, Involuntary Exclusion, Voluntary Exclusion or Self Exclusion List in jurisdictions which Sponsor or its affiliates or gaming license partners operate are not eligible to participate in the Sweepstakes or receive a Prize (as defined below).

#### **4. Action Required**

During the Sweepstakes Period use your FanDuel Faceoff account to log in and complete free or paid games in the FanDuel Faceoff app (the “**Sweepstakes Requirements**”). One completed game qualifies as one Entry (as defined below). There is no limit to the number of Entries (as defined below) a user can receive in connection with this Sweepstakes.

#### **5. Claiming Sweepstakes Offer**

Upon fulfilling the Sweepstakes Requirements, you will receive one (1) entry (“**Entry**”) into a random drawing taking place on XXX (the “**Drawing**”) for the chance to win a Rob Gronkowski autographed jersey (average retail value of \$999) (the “**Prize**”). One (1) winner will be randomly selected to win the Prize, and Two Thousand Five Hundred (2,500) winners will be randomly selected to split an even share of (\$25,000) in Faceoff cash for use only on your Faceoff Account (the “**Faceoff Bonus**”).

If applicable, Prize and Faceoff Bonus winners will be notified via the email/telephone contact information they used to enter the Sweepstakes within Seventy-Two (72) hours of the completion of the Drawing. If a prospective Prize winner does not respond to the communication from Sponsor within Seventy-Two (72) hours of the receipt of the communication, the prospective winner will be disqualified and a new Prize winner will be randomly selected from the remaining Entrants in the Sweepstakes. If a prospective Prize winner is unreachable; does not make direct contact with Sponsor by the time specified; or fails to accept the Prize, Sponsor reserves the right, in its sole and absolute discretion, to disqualify such winner and to select a replacement winner from the remaining qualifying participants. Sponsor shall not be responsible for failed attempts to notify the prospective Prize winner and no responsibility is assumed by Sponsor for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the winner. Odds of winning depend upon the number of eligible entries received. The purchase of any goods or services will not increase any participant’s chances of winning. Upon the request of Sponsor, the Prize winner must sign and return the following documents: an affidavit of eligibility; a liability/publicity release; and any other releases and waivers requested by Sponsor. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Prize winner is deemed by Sponsor to be ineligible or not to have complied with these Official Rules, then such Prize winner will be disqualified and an alternate Prize winner will be selected from the remaining eligible entries, time permitting. If applicable, within one hundred ten (110) days following completion of the Sweepstakes, the Prize will be fulfilled. FanDuel will notify the Prize winner of any events beyond the control of FanDuel, including shipping delays, or supply shortages. Users must complete any required paperwork or additional releases as determined by FanDuel, or they forfeit the right to be eligible for fulfillment of their Prize.

Prize and Faceoff Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Prize or Faceoff Bonus received, regardless of whether the Prize or Faceoff Bonus, in whole or in part, is used. The Prize and Faceoff Bonuses are non-transferable, with no equivalents or substitutions except at Sponsor’s sole and absolute discretion. All Prize and Faceoff Bonus details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize and Faceoff Bonus details and availability are subject to change and prize provider’s rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her Prize(s)/ or Faceoff Bonus, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All Prizes are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The approximate retail value of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winners may be required to provide Sponsor with a valid social security number before the Prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winners. Unclaimed Prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sweepstakes Entities will have no further obligation with respect to that prize or portion of the prize. The Sweepstakes Entities are not responsible for, and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) Prize in total in connection with this Sweepstakes.

#### **6. Registration Procedures**

To qualify for the Sweepstakes, eligible individuals must have an active FanDuel Faceoff member account (“**Faceoff Account**”) and verify your identity in order to play on FanDuel Faceoff. Creating a Faceoff Account is free. By submitting your information and creating a Faceoff Account, however, participants will be required to agree to the FanDuel Privacy Policy and Terms found at <http://www.fanduel.com/privacy>. If you do not agree to FanDuel’s Terms and Privacy Policy, you cannot create a Faceoff 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 Sweepstakes 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 Sweepstakes in good faith. This Sweepstakes is void where prohibited by law.

Participants entering the Sweepstakes concurrently with wording, depiction or images that Sponsor considers, in its sole discretion, to be vulgar, profane, offensive or otherwise inappropriate shall not be eligible for the Sweepstakes.

## **8. Wagering Requirements**

N/A.

## **9. Order of Funds Used for Wagering**

Faceoff Bonuses are used before deposited funds when entering paid contests.

## **10. Eligible Games**

Any Faceoff game offered during the Sweepstakes Period is eligible to earn an Entry.

## **11. Restrictions on Withdrawal**

N/A.

## **12. Cancellation**

Should you wish to cancel your participation in this Sweepstakes 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 Prize/Faceoff Bonus in your account is non-redeemable.

## **13. Additional Terms**

**Administration:** The Sponsor expressly reserves the right to amend, suspend or terminate this Sweepstakes at any time without prior notice or consent. Administration of this Sweepstakes is at the sole discretion of the Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Sweepstakes for any reason. Any questions relating to eligibility, these Official Rules or any other questions concerning this Sweepstakes 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 Sweepstakes or reproduce or distribute any portion of these Official Rules to their members.

**Release and Waiver of Liability:** By redeeming this Sweepstakes, participants agree to release, defend, indemnify and hold harmless the Sponsor, its affiliates, gaming license partners, advertising and Sweepstakes 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 Sweepstakes; (ii) the receipt, use or misuse of the Sweepstakes Prize, or while preparing for, participating in, and/or traveling to any Sweepstakes-related activity, including those damages caused by the Sponsor’s own negligence and (iii) compliance with any of the Eligible Retail Locations Terms of Service, Code of Conduct or similar official rules. 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 Sweepstakes Prize. In consideration of the Sweepstakes Prize, 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 Sweepstakes, in any and all advertising, Sweepstakes and other publicity conducted by the Sponsor, its parents, subsidiaries and affiliates.

**Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants and the Sponsor in connection with the Sweepstakes 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:** You agree that any claim or dispute that has arisen or may arise relating in any way to or arising out of the Sweepstakes, or these Terms will be resolved in accordance with the dispute resolution provisions set forth in the "Binding arbitration and class action waiver" Section of the FanDuel Terms of Use (<https://www.fanduel.com/terms>). This Section of the FanDuel Terms of Use requires you to resolve disputes by binding arbitration and you agree to waive the ability to bring claims in a class action format.

**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 SWEEPSTAKES, 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 Official Rules 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 Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.