

FanDuel Single Entry Series

Terms & Conditions

1. Description of Promotion

Welcome to the FanDuel Single Entry Series, sponsored by RotoGrinders (“SES” or the “Promotion”) where participants will compete in weekly Featured Contests (as defined below) for the chance to win a various prizes and entry into the Championship Series (as defined below).

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 on Monday January 30, 2023 at 12:01am ET on Monday and conclude at 11:59pm ET on Sunday, March 12, 2023 (the “**Promotion Period**”). Each week during the Promotion Period will be deemed a “**Qualifying Week**” as shown below:

Week 1: 12:01am ET on Monday, January 30, 2023 - 11:59pm ET on Sunday, February 5, 2023.

Week 2: 12:01am ET on Monday, February 6, 2023 - 11:59pm ET on Sunday, February 12, 2023.

Week 3: 12:01am ET on Monday, February 13, 2023 - 11:59pm ET on Sunday, February 26, 2023.

Week 4: 12:01am ET on Monday, February 27, 2023 - 11:59pm ET on Sunday, March 5, 2023.

Week 5: 12:01am ET on Monday, March 6, 2023 - 11:59pm ET on Sunday, March 12, 2023.

Week 6: 12:01am ET on Monday, March 13, 2023 - 11:59pm ET on Sunday, March 19, 2023.

3. Acceptance of Rules and Terms.

By submitting an Entry (defined below) each Participant agrees that he or she has reviewed and accepts these rules (“**Rules**”) and the Sponsor’s Privacy Policy (<https://www.fanduel.com/privacy>) and Terms of Use (<https://www.fanduel.com/terms>). SECTION 15 OF FANDUEL’S TERMS OF USE CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION CLAUSE, WHICH IS HEREBY INCORPORATED BY REFERENCE. 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.

4. Eligibility.

All eligible participants (“**Participants**”) entering the Promotion must comply with all terms and conditions of these Rules. Participants may enter as outlined in Section 5 below.

- a. All US citizens or residents who comply with our eligibility rules for free entry games in our Terms of Use and are 18 years of age or older (19+ if in Alabama, 21+ if in Arizona, Louisiana, Massachusetts or Iowa) are eligible to participate
- b. You must comply with the entirety of FanDuel’s Terms of Use
- c. 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
- d. You must be a registrant or existing FanDuel user to participate; and
- e. 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.

5. How to Enter.

To enter the Promotion, Participants must have a registered FanDuel daily fantasy sports account (“**DFS Account**”) and enter through the FanDuel.com website or using the FanDuel mobile application. Prior to the scheduled start time of the given Qualifying Week (“**Lock Time**”) use your DFS Account credentials to log in and compete in the Featured Contest (as defined herein).

If using the FanDuel mobile application, wireless Internet access fees and other charges may apply and are the Participant’s sole responsibility. Wireless Internet access may not be available in all areas.

- a. Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, inaccessible, unrecorded or improperly recorded or misdirected entries, and shall not have any obligation to advise a participant of an incomplete, invalid, or undeliverable submission. No illegible, incomplete, forged, or altered entries will be accepted.
- b. All Featured Contests are single entry contests and will be displayed in the lobby. Any instance of registering multiple accounts on FanDuel in order to gain more than one entry into a Featured Contest will result in automatic disqualification from the Featured Contest and the Promotion as well as potential suspension from FanDuel.
- c. Participants physically located in Connecticut, Hawaii, Idaho, Montana, Nevada, and Washington are not eligible to enter paid entry contests. FanDuel makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law.
- d. FanDuel employees may enter the competition for testing purposes but are not eligible to win any prizes. All other users who are prohibited from playing in paid entry fantasy basketball contests under FanDuel’s terms of use are not eligible for this Promotion. Additionally, any employees of RotoGrinders are not eligible to participate in this Promotion.

6. Selection of Winners

The Promotion will award prizes, based on the aggregate total of a participant's top four (4) scores ("**Aggregate Score**") from the featured single-entry contests ("**Featured Contests**") he or she enters during a Qualifying Week.

At the end of each Qualifying Week, the participant with the highest Aggregate Score for that week ("**Finalist**") will win a seat to the 'Single-Entry Series Championship' contest taking place on Wednesday, March 22, 2023 ("**Championship**"). Additional prizes will be awarded to participants based on Aggregate Score at the end of each Qualifying Week.

Participants are only eligible for one (1) seat into the Championship. If in a given week, the top finisher based on Aggregate Score has already won a seat to the Championship, that participant will have his or her finishing position swapped with the 2nd place finisher based on Aggregate Score in that Qualifying Week.

Teams and Scoring

Standard FanDuel National Basketball Association ("**NBA**") scoring rules apply to all Featured Contests and the Championship. In the event of a tie for first place in a Qualifying Week based on Aggregate Score, the tying first place finishers will compete in a private NBA Head-to-Head or private league play-off contest. The winner of the play-off will receive the seat in the Championship. In the event of a tie for a finishing position outside of first place in a Qualifying Week based on Aggregate Score, the tied finishers will evenly split the cash value of the prizes for the tied finishing positions. In the event of a tie in the Championship, tied participants will split the prizes for the tied finishing positions.

7. Prizes.

Week 1 Featured Contest and Prizing

In the first Qualifying Week, the Featured Contest will be any NBA Block contest with an entry fee of \$3. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA Block contests to determine Aggregate Scores and rank them on the leaderboard. The participants with the highest Aggregate Score ("**Winners**") will win a prize as per the table below.

Place	Reward
1st	Entry into the NBA Single Entry Series Championship on 3/22

2nd	NBA Monster Ticket (\$333)
3rd - 4th	NBA Hangtime Ticket (\$222)
5th - 7th	NBA Dunk Ticket (\$150)
8th - 25th	NBA Slam Ticket (\$44)
26th - 150th	NBA Shot Ticket (\$4)

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Week 2 Featured Contest and Prizing

In the second Qualifying Week, the Featured Contest will be any NBA Assist contest with an entry fee of \$5. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA Assist contests to determine Aggregate Scores and rank them on the leaderboard. The participants with the highest Aggregate Score Winners will win a prize as per the table below.

Place	Reward
1st	Entry into the NBA Single Entry Series Championship on 3/22

2nd	NBA Monster Ticket
3rd - 4th	NBA Hangtime Ticket
5th - 7th	NBA Dunk Ticket
8th - 25th	NBA Slam Ticket
26th - 150th	NBA Shot Ticket

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Week 3 Featured Contest and Prizing

In the third Qualifying Week, the Featured Contest will be any NBA Dime contest with an entry fee of \$10. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA Dime contests to determine Aggregate Scores and rank them on the leaderboard. The participants with the highest Aggregate Scores Winners will win a prize as per the table below.

Place	Reward
1st	Entry into the NBA Single Entry Series Championship on 3/22

2nd	NBA Monster Ticket
3rd - 4th	NBA Hangtime Ticket
5th - 7th	NBA Dunk Ticket
8th - 25th	NBA Slam Ticket
26th - 150th	NBA Shot Ticket

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Week 4 Featured Contest and Prizing

In the fourth Qualifying Week, the Featured Contest will be any NBA Windmill contest with an entry fee of \$100. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA Windmill contests to determine Aggregate Scores and rank them on the leaderboard. The participants with the highest Aggregate Score Winners will win a prize as per the table below.

Place	Reward
TBD	All prizes to be revealed by 2/24

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Week 5 Featured Contest and Prizing

In the fifth Qualifying Week, the Featured Contest will be any NBA And One contest with an entry fee of \$25. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA And One contests to determine Aggregate Scores and rank them on the leaderboard. The participants with the highest Aggregate Score Winners will win a prize as per the table below.

Place	Reward
TBD	All prizes to be revealed by 3/3

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Week 6 Featured Contest and Prizing

In the sixth Qualifying Week, there will be two separate Featured Contests, each with their own leaderboard. Scores from one Featured Contest will not be eligible for the other Featured Contest's leaderboard.

The first Featured Contest will be any NBA Dribbler contest with an entry fee of \$1. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these NBA Dribbler contests to determine Aggregate Scores and rank them on the Dribbler leaderboard. The participants with the highest Aggregate Score Winners will win a prize as per the table below.

Place	Reward
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TBD

All prizes to be revealed by 3/10

The second Featured Contest will be any NBA Put Back contest with an entry fee of \$222. At the end of the Qualifying Week, we will also combine each participant's top 4 scores in these NBA Put Back contests to determine Aggregate Scores and rank them on the Put Back leaderboard. The participants with the highest Aggregate Score Winners will win a prize as per the table below.

Place

Reward

TBD

All prizes to be revealed by 3/10

In the event of a tie for an NBA Free Entry, tied participants will split the cash value of the prize for the tied finishing positions.

Winners of a free entry into an NBA contest will see their entry into the contest on their Vouchers contests page at least 6 hours before the contest starts. Participants are responsible for redeeming their voucher and submitting their lineup before the contest locks.

Single Entry Series Championship Structure and Prizing

The Championship prize pool is \$30,000 in cash, which will be awarded to Finalists according to their performance in the Championship on March 22, 2023, as per the table below.

Place

Reward

1st

\$10,000

2nd

\$6,000

3rd	\$5,000
4th	\$4,000
5th	\$3,000
6th-7th	\$1,000

8. Applicable Rules And Winners' 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, New York, New York 10010, Attn: Contests. All such requests must be received within three (3) months after the end of the Promotion.

9. 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 and RotoGrinders.

10. Eligible Contest.

All NBA contests taking place during the Promotion Period.

11. Restrictions on Withdrawal.

N/A.

12. Publicity.

Prize winners agree that their names, location, social media posts, and/or photos and videos tagged in response to contest posts may be used for marketing/trade/advertising purposes by FanDuel and its designees (including RotoGrinders) without further compensation or notice of any kind except where prohibited by law. By participating in the Promotion, the Winner(s) agrees to refrain from any behavior or communication that would harm the image or reputation of FanDuel, RotoGrinders, 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 WINNERS' LIST.

13. Additional Terms and Conditions.

The decisions made by FanDuel management regarding, but not limited to, eligibility, winners, scoring, 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 Promotion participation and in response to unanticipated developments (such as technical failures, errors, acts of God, pandemics, epidemics, suspension/delay/postponement/cancellation of Eligible Contest, natural disasters, terrorism, and changes in applicable law).

14. 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.

15. 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 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.

16. Conditions of Participation and Limitations of Liability.

By participating in the Promotion, Participants hereby release, hold harmless, covenant not to sue, and forever discharge Sponsor, Xfinity, Comcast and their 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 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, , human or other errors relating to or in connection with the Promotion, the processing of entries, the scoring of entries, the announcement of the prizes or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery of the prize or prize materials and/or (ii) entrants' participation in a 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 or any Promotion-related activity 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 (or terminate the prize of) any individual who is found to be or suspected of (i) acting in violation of these Rules or (ii) acting in an unsportsmanlike, obscene, immoral or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the Promotion, or 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 a 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 a Promotion is terminated, cancelled, or postponed for any reason whatsoever, the Prize(s) 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 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.

17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SPONSOR, Xfinity, Comcast, AS WELL AS 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 PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR AND/OR Xfinity, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

18. 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.

