

FanDuel MLB Single Entry Series

Terms & Conditions

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

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 July 24, 2023 at 12:01am ET on Monday and conclude at 11:59pm ET on Sunday, September 3, 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, July 24, 2023 - 11:59pm ET on Sunday, July 30, 2023.

Week 2: 12:01am ET on Monday, July 31, 2023 - 11:59pm ET on Sunday, August 6, 2023.

Week 3: 12:01am ET on Monday, August 7, 2023 - 11:59pm ET on Sunday, August 13, 2023.

Week 4: 12:01am ET on Monday, August 14, 2023 - 11:59pm ET on Sunday, August 20, 2023.

Week 5: 12:01am ET on Monday, August 21, 2023 - 11:59pm ET on Sunday, August 27, 2023.

Week 6: 12:01am ET on Monday, August 28, 2023 - 11:59pm ET on Sunday, September 3, 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, September 6, 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 Major League Baseball ("**MLB**") 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 MLB 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 MLB Home Run or Single contest with an entry fee of \$100 or \$5. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these MLB 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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 MLB Bat Flip contest with an entry fee of \$33. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these MLB Bat Flip 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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 MLB Keystone and Web Gems contest with an entry fee of \$222 or \$3. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these MLB Keystone and Web Gem 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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 MLB Blast contest with an entry fee of \$50. At the end of the Qualifying Week, we will combine each participant's top 4 scores in these MLB Blast 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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 MLB Ace 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 MLB Ace 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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, the Featured Contest will be any MLB Pickoff 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 MLB Pickoff 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
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1st	Entry into the MLB Single Entry Series Championship on 9/6
2nd	\$300 Bonus
3rd - 6th	\$100 Bonus
7th - 15th	\$30 Bonus
16th - 69th	\$10 Bonus
70th - 135th	\$5 Bonus

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

Winners of a free entry into an MLB 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 \$21,000 in cash, which will be awarded to Finalists according to their performance in the Championship on September 6, 2023, as per the table below.

Place	Reward
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1st	\$10,000
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2nd	\$4,000
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3rd	\$3,000
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4th	\$2,000
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5 th -8th	\$500
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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 MLB Single Entry Series eligible contests taking place during the Promotion Period are eligible to earn Prizes.

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. You agree that any claim or dispute that has arisen or may arise relating in any way to or arising out of the Promotion, 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.

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.