

FanDuel 3-pt Contest At The Footprint Center Promotion

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 3-pt Contest at The Footprint Center promotion (the “**Promotion**”) where participants who place a Fifty Dollars (\$50) Cashless bet **OR** a Fifty Dollars (\$50) NCAA Men’s Basketball Tournament bet during the Promotion Period (as defined below) will be eligible to register in the 3-pt Shooting Contest located at the Footprint Center, Phoenix AZ, where they will receive a Promotion Bonus (as defined below) of at least Twenty-five dollars (\$25) in bonus bets to be redeemed and used on the FanDuel Sportsbook App (“Sportsbook Bonus Bets”) during the Redemption and Use Period (as defined below). PARTICIPATING IN THIS PROMOTION IN ANY WAY (INCLUDING BUT NOT LIMITED TO SHOOTING BASKETS OR RECEIVING, REDEEMING AND/OR USING A PROMOTION BONUS), IS AN AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS.

The Promotion is sponsored by Betfair Interactive US, LLC (“**FanDuel**” or the “**Sponsor**”), at 6701 Center Drive West, Suite 1000, Los Angeles, CA 90045. The terms “**you**” or “**your**” mean the person to whom a Promotion Bonus (as 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 March 6th 2022 and will run through until close of business March 19th (the “**Promotion Period**”).

3. Eligibility

The Promotion is only open to individuals who are at least 21 years of age and are physically present in the FanDuel Sportsbook at the Footprint Center in Phoenix, Arizona, (the “**Eligible Retail Location**”) during the Promotion Period. Employees, officers and directors of the Sponsor, its affiliates, 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 Promotion Bonus (as defined below).

4. Action Required

During the Promotion Period, you must enter the Eligible Retail Location and place a minimum wager of Fifty Dollars (\$50) using FanDuel’s Cashless Product, **OR** a minimum wager of Fifty Dollars (\$50) on the NCAA Men’s Basketball Tournament (“**Eligible Wager**”). Only your first Eligible Wager will qualify you to register for the Promotion. During the Promotion Period, you must register with Sponsor, fill out the waiver form, and participate in the 3PT contest (the

“Promotion Requirements”) Upon completion of the Eligible Wager, users will need to register to participate in the 3-pt Contest at The Footprint Center taking place on March 19th between 4:30 pm and 7:30 pm local time. Participants can register at www.fanduel.com/phoenix and enter the required information. Only registered participants can participate in the 3-pt Contest at The Footprint Center (limited to the first 100 eligible participants). The sponsor will document the number of 3-PT baskets made by the participant in 30 seconds to determine the applicable amount of the Promotion Bonus that he/she will receive (as set forth in Section 5).

5. Claiming Promotion Offer

Upon fulfilling the Promotion Requirements participants will receive a Sportsbook Bonus Bet in accordance with the chart below:

Number of 3PT Made	Promotional Bonus
0-3 Shots Made	\$25 Sportsbook Bonus Bets
4-5 Shots Made	\$50 Sportsbook Bonus Bets
6+ Shots Made	\$100 Sportsbook Bonus Bets

(Each a “Promotion Bonus”).

In addition to the Promotion Bonus, all registered participants will receive an item of FanDuel swag. (the **“Swag Bonus”**).

If applicable, the Promotion Bonus will be credited to your FanDuel Account (as defined below) within seventy-two (72) hours of the completion of the Promotion Period. Sportsbook Bonus Bets may be used to wager on any market in the FanDuel Sportsbook. If a wager placed using a Sportsbook Bonus Bet wins, you will receive as withdrawable cash the winnings portion of such wager, and will not receive the stake portion from such wager. Sportsbook Bonus Bets may be used to wager on any market available on the FanDuel Sportsbook **except for Round Robbin wagers**.

Promotion Bonus and Swag Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with any Bonus received, regardless of whether any Bonus, in whole or in part, is used. The Promotion/Swag Bonus values may be reported for tax purposes as required by law. No substitution, assignment or transfer of a Promotion Bonus is permitted, except by the Sponsor, who reserves the right to substitute the Promotion Bonus with another prize of greater or equal value if a Promotion Bonus cannot be awarded as stated. Sponsor is responsible only for Promotion Bonus delivery and expressly disclaims responsibility for Promotion Bonus utility, quality, or otherwise.

ALL BONUSES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. Registration Procedures

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

7. Limitations on Participation

In addition to the eligibility requirements in Section 3, FanDuel 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. Limit one (1) Promotion Bonus per person. Limit of one (1) Swag Bonus per eligible recipient.

Participants entering the Promotion 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 Promotion.

8. Wagering Requirements

See Section 4.

9. Order of Funds Used for Wagering

Sportsbook Bonus Bets are used before deposited funds when wagering.

10. Eligible Game

For Cashless wagers: any market available offered on the FanDuel Sportsbook during the Promotion Period is eligible to earn a Promotion Bonus.

For the NCAA Men’s Basketball Tournament wager: only NCAA markets available during the Promotion Period are eligible to earn a Promotion Bonus.

The 3-Pt March Madness Contest on March 19th between 4:30 pm and 7:30 pm PST at the Footprint Center, Phoenix AZ.

11. Restrictions on Withdrawal

Promotion Bonus will have no restrictions on wagers other than all Bonus amounts will be non-eligible for withdrawal on any collection.

The Promotion Bonus is not transferable and cannot be substituted except in the Sponsor’s sole discretion. The Promotion Bonus is non-withdrawable, but any winnings therefrom are immediately withdrawable. **Any unused portion of the Promotion Bonus will be automatically withdrawn from your FanDuel Account seven (7) days after being credited to your FanDuel 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 <https://support.fanduel.com/s/>. Upon cancellation, you may withdraw any funds you have deposited into your account without restriction. However, any Promotion Bonus amount in your account may not be withdrawn.

13. Gambling Problem

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

14. Additional Terms

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 person 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; (ii) any delays in delivery or lack of availability of the Promotion Bonus, (iii) 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; and (iv) compliance with any of FanDuel Sportsbook at The Footprint Center in Arizona or FanDuel Sportsbook's Terms of Service, Code of Conduct or similar terms and conditions. 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, its parents, subsidiaries and affiliates. Promotion Bonus recipients agree that their names, location, and/or photos and videos tagged may be used for marketing purposes. By participating in the Promotion, the Promotion Bonus recipients agree to refrain from any behavior or communication that would harm the image or reputation of Sponsor and its affiliates.

Without limiting the foregoing, in the event Sponsor is prevented from continuing with the 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 the Promotion is terminated, cancelled, or postponed for any reason whatsoever, the Promotion Bonus will be awarded to the extent required by law.

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. All questions regarding the Promotion must be directed to Sponsor. You agree as a condition of participating in the Promotion that you shall release any third party from any and all liability arising out of or relating to your participation in the Promotion, acceptance, use, or misuse of any 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 Arizona 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 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.

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.

Affidavit of Eligibility. In consideration for the opportunity to participate in FanDuel 3-pt Contest at The Footprint Center (the “**Promotion**”), and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that the information provided above is accurate and complete. I agree to provide government-issued photo identification for FanDuel to verify my identity and date of birth.
- I reaffirm my agreement to:
 - The FanDuel Terms of Use, provided at (<https://www.fanduel.com/terms>); and
 - The FanDuel 3-pt Contest at The Footprint Center Promotion Terms and Conditions, provided at [fanduel.com/phoenix](https://www.fanduel.com/phoenix)
- FanDuel has the right to contact me regarding future initiatives.

- I will participate in the following, without requesting additional compensation from FanDuel or any third party:
 - I will speak with any interested bloggers and other journalists and media personnel, including when such personnel are recording the conversation for publication.
- I agree that FanDuel and its service providers may use my name, any biographical information that I provide to FanDuel, image, likeness, photo, and voice for advertising, publicity, and promotional purposes during and after the Promotion without additional notice or compensation.
- FanDuel and its service providers may photograph, film, videotape, record and/or portray my name, voice, portrayal, actions and/or likeness in connection with the events and activities described in this Affidavit of Eligibility (“Images”). I grant FanDuel ownership of any copyright or other rights I may have in the Images. I grant FanDuel an irrevocable, perpetual and unrestricted right to publish, distribute, copy, perform and otherwise use in any manner the Images and derivative works thereof, in conjunction with my own or a fictitious name, or without any name, and in conjunction with any biographical information that I have provided to FanDuel, or without any such biographical information in any medium, and in all media now or hereafter known, including over the Internet, for promotion, advertising, trade or commerce, or for any other purpose whatsoever. I also grant FanDuel an irrevocable, perpetual and unrestricted right to publish and otherwise use my name for such purposes, whether or not in connection with the Images. I consent to the digital compositing or distortion of the Images, including any changes or alterations as to color, size, shape, perspective, context, foreground or background or associated audio. I also consent to the use of any published matter in conjunction with such Images. 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 Images or my name or the use to which they may be applied. I release and discharge FanDuel, its service providers, and assigns from any liability in connection with their use of the Images 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 the prize (including any travel-related elements) and/or participation in the Promotion. This grant of rights is binding upon me and my heirs, estate, legal representatives, and assigns.

