

2023 NFL Ringer Leaderboard 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 2023 Ringer NFL Leaderboard Series promotion (the “**Promotion**”), where participants who compete in contests to receive bonus cash and other prizes for use only on FanDuel Daily Fantasy Sports (“**Bonus Cash**”).

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 at 1 PM ET on September 18, 2023, and end at 12:59 PM ET on November 12, 2023 with each Sunday during the Promotion Period being a “**Qualifying Day**”.

3. Eligibility

The Promotion is only open to individuals who are at least 18 years of age, are physically present in a legal Daily Fantasy Sports State (19 or older if in Alabama and 21 or older if in Arizona, Massachusetts or Iowa), who comply with FanDuel’s terms of use for entry contests and have received an invitation from Sponsor. If your social security number is associated with another DFS Account (as defined below) in Sponsor’s database, you may only earn one Prize (as defined below) in respect of all accounts under this Promotion. 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 Promotion or receive a Prize (as defined below).

4. Action Required

During the Promotion Period, users must log into their DFS Account and enter the featured custom Ringer Fantasy Football Show contests (“**Featured Contests**”), pay the specified entry fee, and submit a lineup for a given Qualifying Day (“**Promotion Requirements**”).

*Contest Structure: On each Qualifying Day, there will be one Featured Contests for users to enter to gain eligibility into the Promotion. The Featured Contest on each Qualifying Day will be the Ringer Fantasy Football Show contest (“**FFS**”) with an entry fee of \$5. Users can participate in*

as many Qualifying Days as they would like during the Promotion Period. For the avoidance of doubt, playing in less than five Featured Contests will not disqualify a user from the Promotion. Throughout the Promotion Period, users will accumulate an aggregate score for each Series, which is the sum of the users' top five (5) scores in each respective Series' Featured Contests ("Aggregate Score(s)"). A user must participate in at least five (5) Featured Contest in a Series to accumulate an eligible Aggregate Score. For avoidance of doubt, a user's Aggregate Score for the FFS Series consists of his top five (5) scores in the FFS Featured Contests.

5. Claiming Promotion Offer

At the end of the Promotion Period, the one (1) user with the highest Aggregate Scores in the FFS Series, will win a custom Ringer Fantasy Football trophy and \$500 in FanDuel Bonus Bets ("**Trophy**"). The trophy will not exceed \$4,000 in value. Additional bonus bet prizes will be awarded to runner-up's based on Aggregate Scores at the end of the Promotion Period. They will be as follows: \$250 in bonus bets to second place, \$100 in bonus bets to third place, \$50 in bonus bets to fourth place, and \$25 in bonus bets to fifth through eighth place.

Standard FanDuel fantasy football scoring rules apply to all Featured Contests. In the event of a tie for the Trophy, the tied finisher with the highest score in a Qualifying Contest from that Series will win. If a winner cannot be determined using this method, then the tied finisher with the second highest score in a Qualifying Contest from that Series will win. This method will continue until a winner is determined. If no winner can be determined using this method, then the tied finisher that entered a Qualifying Contest first will win.

NFL FFS Featured Contest and Prizing:

The FFS Featured Contests will take place on each Qualifying Day. At the end of the Promotion Period, FanDuel will combine each user’s top five (5) scores in the FFS Featured Contests to determine Aggregate Scores rank them on the leaderboard. The top eight (8) users with the highest Aggregate Scores in the FFS Series (“**Winners**”) will win a “**Prize**” as per the table below.

Place	Reward	Value
1st	Custom Ringer FFS Trophy \$500 bonus bets	No greater than \$4,000
2 nd	\$250 in bonus bets	\$250
3 rd	\$100 in bonus bets	\$100
4 th	\$50 in bonus bets	\$50
5 th – 8 th	\$25 in bonus bets	\$25

6. Registration Procedures

To qualify for the Promotion, eligible individuals must have an active FanDuel Daily Fantasy Sports member account (“**DFS Account**”) and verify your identity in order to play on FanDuel Daily Fantasy. Creating a DFS Account at www.fanduel.com is free. By submitting your information and creating a DFS 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 DFS 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 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.

8. Wagering Requirements

N/A.

9. Order of Funds Used for Wagering

Bonus Cash is used before deposited funds when playing on your DFS Account or entering paid contests on your DFS Account.

10. Eligible Games

Only the NFL FFS game slates located at fanduel.com/ffs during the Promotion Period are eligible to earn prizing.

11. Restrictions on Withdrawal

Bonus Cash is not transferable and cannot be substituted except in the Sponsor’s sole discretion. Bonus Cash is non-withdrawable, but any winnings therefrom are immediately withdrawable. Bonus Cash may only be used for playing on your DFS Account. Deposited funds that have not been played may be refunded 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 is non-withdrawable.

13. Responsible Gaming

Gambling Problem? Call 1-800-Next-Step.

14. Additional Terms

Affidavit of Eligibility: FanDuel may require prize winners to sign an Affidavit of Eligibility to confirm their identity and eligibility for the Promotion. In consideration for the opportunity to participate in the Promotion, and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that I was not physically located in Alabama, Hawaii, Idaho, Montana, Nevada, or Washington at the time of entry into any Featured Contest, and that I am over 18 years of age (21+ if in Arizona, Massachusetts, Louisiana or Iowa, 19+ if in Alabama). I agree hereby to provide government-issued photo identification to FanDuel to verify my identity and date of birth.
- I represent that I am not an employee or operator of another daily fantasy site that charges entrance fees or offers cash prizes. Further, I represent that I do not, by virtue of affiliation with another daily fantasy site, have access to the site's pre-release non-public confidential data about contest-related information.
- I reaffirm my agreement to:
 - The FanDuel Terms of Use, provided at (<https://www.fanduel.com/terms>); and
 - The NFL Single Entry Series Promotion rules, provided at [FanDuel.com/nfl-single-entry-series](https://www.fanduel.com/nfl-single-entry-series)
- I agree to refrain from any behavior or communication during The NFL Single Entry Series Promotion that would harm the image or reputation of FanDuel, or the FanDuel user community.
- I release and discharge FanDuel, its service providers, and assign from any liability in connection with their use of my image 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 a prize and/or participation in the Promotion.

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 DFS Account holder 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; and (ii) 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. 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, and its affiliates.

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.

Publicity: Winners agree that their names, location, social media posts, and/or photos and videos tagged in response to Promotion posts may be used for marketing purposes. By participating in this Promotion, the Winner agrees to refrain from any behavior or communication that would harm the image or reputation of FanDuel 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 WINNER'S LIST. I further agree that if I am selected as a recipient of a Bonus Cash, I will speak with any media personnel at Sponsor's request and will participate in a specified number of other hours of any Sponsor-related marketing activities (at Sponsor's discretion), such as participating in marketing photo shoots or interviews with the media. I agree that Sponsor and its service providers may record, photograph, film and/or use my name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotional purposes without additional notice or compensation. I grant Sponsorship ownership of any copyright or other rights I may have in the foregoing. 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 foregoing or my name or the use to which they may be applied. I release and discharge Sponsor, its affiliates, its service providers, and assigns from any liability in connection with their use of my name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy., I acknowledge and agree that in the event I violate or do not abide by these Terms and Conditions, I will no longer be eligible for any Promotion Bonus and Sponsor shall have the right in its sole discretion to select a different recipient of such 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 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 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