

## **FanDuel RoboKeeper Football Promotion**

### TERMS & CONDITIONS

**NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THE PRIZE (AS DEFINED BELOW). ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. COMPLETION OF AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. 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 RoboKeeper promotion (the “**Promotion**”) where participants who place an Eligible Wager (as defined below) receive the chance to compete in the RoboKeeper contest (as described in Section 4) for the chance to win a Prize (as identified in section 5). PARTICIPATING IN THIS PROMOTION IN ANY WAY (INCLUDING BUT NOT LIMITED TO THROWING PASSES OR RECEIVING, REDEEMING AND/OR USING A PRIZE), IS AN AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS.

The Promotion is sponsored by Betfair Interactive US, LLC (“**FanDuel**” 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 Prize (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 run daily from November 2, 2023, until 11:59 pm November 6, 2023 (each a (“**Daily Contest**” and collectively the “**Promotion Period**”).

#### **3. Eligibility**

The Promotion is only open to individuals who are at least 21 years of age, are physically present at Live! Casino Hotel Philadelphia, 900 Packer Ave, Philadelphia, PA, 19148 (the “**Eligible Retail Location**”) during the Promotion Period and who complete and return to the Sponsor a signed copy of the FanDuel Promotion Affidavit of Eligibility by the deadline specified by Sponsor should it be deemed necessary. Any otherwise eligible participant who wins a Prize but who does not return the completed and signed Affidavit of Eligibility by the specified deadline will be disqualified and will forfeit the right to receive the Prize, in FanDuel’s sole discretion. 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. 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 Promotion or receive a Prize (as defined below).

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

In order to participate in this Promotion, you must enter the Eligible Retail Location, during a given Daily Contest, opt into the Promotion, register with Sponsor, and fill out the waiver form (collectively the “**Promotion Requirements**”).

Participants may earn additional entries into the Contest by placing a wager of Five Dollars (\$5) or more on any sports market available at the Eligible Retail Location (the “**Eligible Wager**”). There is no limit to the number of entries a participant may receive on a given Daily Contest.

Contest Structure: participants will have the opportunity to throw Four (4) Football passes inside of a live action passing simulator located at the Eligible Retail Location. Sponsor will record the outcome of the participant’s throws. At the conclusion of each Daily Contest, a winner will be determined based on the total number of receptions a participant completed during an individual contest attempt. Sponsor at its sole discretion will award overtime throws to break any ties between eligible participants in a Daily Contest.

#### **5. Claiming Promotion Offer**

The winner of each Daily Contest will receive prizing (as set forth below): Sponsor reserves the right, in its sole and absolute discretion, to select a replacement daily prize of the equivalent ARV.

Date	Prize	Approximate Retail Value
11/2/2023	(1) Tag Heuer Watch	\$1800
11/3/2023	Signed & Framed Sylvester Stallone Rocky Poster	\$1000
11/4/2023	(2) Tickets to Bills at Eagles game 11/26 and (1) autographed Eagles football	\$500
11/5/2023	A trip for 2 to Eagles at Chiefs game in Kansas City – 11/20 (tickets/hotel/flights)	\$2,400
11/6/2023	(1) PS5 Console, (1) Madden video game & (1) autographed Eagles football	\$720

(each a “**Prize**”).

“Winner(s)” will be notified via the Phone number or email address used to register for this Promotion within Twenty-Four (24) hours of the completion of the Daily Contest. If a prospective Winner does not respond to the email communication from Sponsor within twenty-four (24) hours of the receipt of the communication, the prospective Winner will be disqualified and the next highest point total participant Winner will be selected from the remaining Entrants in the Contest. If a 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 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 Winners. Odds of winning depend upon the number of eligible entries received. Upon the request of Sponsor, the 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 Winner is deemed by Sponsor to be ineligible or not to have complied with these Terms and Conditions, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.

Prize recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Prize received, regardless of whether the Prize, in whole or in part, is used. Prizes are non-transferable, with no equivalents or substitutions except at Sponsor’s sole and absolute discretion. All Prize details not specified in these Terms and Conditions will be determined in Sponsor’s sole and absolute

discretion. Prize 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), 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 ("ARV") 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 Sponsor is 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 Sponsor will have no further obligation with respect to that prize or portion of the prize. The Sponsor is 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 Terms and Conditions or in any Contest-related correspondence or material. Limit of one (1) Prize per person in connection with this Promotion.

## **6. Registration Procedures**

To qualify for the Promotion, eligible individuals must register with the Eligible Retail Location. Registration may include providing personal identification information such as your age, contact information and place of residency. In addition, by submitting your information 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 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 of one (1) eligible winner per Daily Contest.**

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. Any wagers placed prior to the Promotion Period or after the Promotion Period will not be deemed an Eligible Wager. Wagers placed not at an Eligible Retail Location will not be deemed Eligible Wagers. Separately, wagers placed using site credits or any bonus received from a separate Sponsor Promotion will not be deemed an Eligible Wager.

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

N/A.

## **10. Eligible Game**

Any sports market available at the Eligible Retail Location during the Promotion Period is eligible to earn an entry into a Daily Contest.

Only Sponsor's RoboKeeper Football Contest taking place the Eligible Retail Location is eligible to earn a Prize.

#### **11. Restrictions on Withdrawal**

Prizes are not transferable and cannot be substituted except in the Sponsor's sole discretion.

#### **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 Prize amount in your account is non-withdrawable.

#### **13. Gambling Problem**

Pennsylvania Customers: If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.

#### **14. Additional Terms**

**Publicity:** By participating in this Promotion in any way, each participant: (i) agrees that if he/she receives a Prize, he/she 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; (ii) agrees that Sponsor and Live! Casino Hotel Philadelphia and their respective service providers may record, photograph, film and/or use the participant's name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotional purposes without additional notice or compensation; (iii) grants to Sponsor and Live! Casino Hotel Philadelphia ownership of any copyright or other rights the participant may have in the foregoing; (iv) waives any right that the participant 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 his/her name or the use to which they may be applied; and (v) releases and discharges Sponsor, Live! Casino Hotel Philadelphia, and their respective affiliates, service providers, and assigns from any liability in connection with their use of the participant's name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy.

**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 Prize, (iii) the receipt, use or misuse of the Prize, 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 Live! Casino Hotel Philadelphia 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 Prize. In consideration of the 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 Promotion, in any and all advertising, promotions and other publicity conducted by the Sponsor, its parents, subsidiaries and affiliates. Prize recipients agree that their names, location, and/or photos and videos tagged may be used for marketing purposes. By participating in the Promotion, the Prize 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 Prize 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 Prize.

**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.