

## **FanDuel Custom Putter Giveaway**

NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

### **OFFICIAL RULES**

#### **1. Description of Sweepstakes**

Welcome to the FanDuel Custom Putter Giveaway (the “**Sweepstakes**”) where eligible participants who enter the Eligible Retail Location (as defined below) and place a retail wager of at least Fifty Dollars (\$50) on the 2023 Ryder Cup Tournament at the Eligible Retail Location (as described below) and register on the landing page during the Sweepstakes Period (as defined below) will earn an entry into a drawing to win a Custom FanDuel Swag Golf Putter.

The Sweepstakes is sponsored by Betfair Interactive US, LLC (“**BIU**” 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 Sweepstakes Bonus (defined below) is issued to upon satisfaction of the terms set forth in this Sweepstakes. Redemption of the Sweepstakes is expressly conditioned upon acceptance of and compliance with all of these Sweepstakes “**Official Rules**”. Sweepstakes participants may be required to sign paperwork issued by the Sponsor.

#### **2. Sweepstakes Period**

The Sweepstakes will begin at 10:00 am CST on September 18, 2023, and end at 11:59 pm CST on October 1, 2023, (the “**Sweepstakes Period**” and each a “**Sweepstakes Day**”).

The random drawing will take place on October 2<sup>nd</sup>, 2023 at 10:00 AM CST (the “**Drawing**”).

#### **3. Eligibility**

The Sweepstakes is only open to individuals who are at least 21 years of age and are physically present in the FanDuel Sportsbook at Diamond Jo Worth in Northwood, Iowa, (the “**Eligible Retail Location**”) during the Sweepstakes Period. Employees, officers and directors of the Sponsor, its affiliates, cable/satellite affiliates, advertising and Sweepstakes agencies, retailers, distributors (collectively, “**Sweepstakes Entities**”), 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 Sweepstakes or receive a Prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. A person cannot be an eligible participant or winner if such person is a person: (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control (“**OFAC**”) of the Department of the Treasury (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute or executive order; or (b) who is acting, directly or indirectly, for or on behalf of any such person. Void outside of Iowa where prohibited by law. Any individuals who are actively on any “exclusion” or “self-exclusion” list(s) are ineligible to participate in this Sweepstakes. 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 Sweepstakes or receive a Prize (as defined below).

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

There are two (2) methods of entry into the Sweepstakes each of which qualify as an eligible entry into this Sweepstakes (“**Entry**”).

**Eligible Wager Entry:** On a given Sweepstakes Day you must enter the Eligible Retail Location and place a wager of at least Fifty Dollars (\$50) on the 2023 Ryder Cup Tournament at the FanDuel Sportsbook at Diamond Jo Worth at a kiosk or tills (the “**Eligible Wager**”). You must enter your Name, Email, Date of Birth, Telephone number and Bet Slip ID at: [Fanduel.com/PutterDJW](https://Fanduel.com/PutterDJW) to be eligible.

**Alternate Method:** Alternatively, Participants may enter the Sweepstakes by filling out their Ryder Cup Questionnaire in the form at <https://forms.gle/7ztvGS4vCH2MDDhu7> (“**Alternate Method Entry**”). Any Alternate Method Entry must be completely filled out to qualify as an Entry into this Sweepstakes.

Any Entry must be submitted before the applicable Sweepstakes is locked on October 1, 2023, at 11:59 pm ET (“**Lock Time**”) to be eligible for the Sweepstakes. Any submissions after this time will be disqualified from the Sweepstakes. There is no fee associated with the Alternate Method Entry.

#### **5. Claiming Sweepstakes Offer**

Upon submitting an Entry and otherwise complying with these Official Rules, participants will be entered into the Drawing for the chance to win prizing as shown below:

Prize 1: One (1) Custom FanDuel Swag Golf Putter (\$555ARV)	Prize 2: One (1) Custom FanDuel Swag Golf Putter (\$555ARV)	Prize 3: T One (1) Custom FanDuel Swag Golf Putter (\$555ARV)
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(Each a “**Prize**”).

Three (3) “**Winners**” will be randomly selected from the Drawing from all Entries received during the Sweepstakes Period). If applicable, Prize Winners will be notified at the end of the Drawing. Winners will be notified via the email/telephone contact information they used to enter the Sweepstakes within Seventy-Two (72) hours of the completion of the Drawing. If a prospective Winner does not respond to the communication from Sponsor within Seventy-Two (72) hours of the receipt of the communication, the prospective Winner will be disqualified and a new Winner will be randomly selected from the remaining Entrants in the Sweepstakes. 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. The purchase of any goods or services will not increase any participant’s chances of winning. 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 Official Rules, 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 Official Rules 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 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 Sweepstakes Entities are 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 Sweepstakes Entities will have no further obligation with respect to that prize or portion of the prize. The Sweepstakes Entities are 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 Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) Prize per person in connection with this Sweepstakes.

## **6. Registration Procedures**

By participating in this Sweepstakes, participants agree to Sponsor's Privacy Policy and Terms found at <https://www.fanduel.com/privacy>. If you do not agree to Sponsor's Terms and Privacy Policy, you cannot participate in this Sweepstakes.

## **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 Sweepstakes 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 Sweepstakes in good faith. This Sweepstakes is void where prohibited by law.

Participants entering the Sweepstakes 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 Sweepstakes.

## **8. Wagering Requirements**

See Section 4. Any wagers placed prior to the Sweepstakes or after the Sweepstakes 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 Sweepstakes will not be deemed an Eligible Wager.

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

N/A.

## **10. Eligible Games**

Any market available at the Eligible Retail Location (subject to the requirements in Section 4) during the Sweepstakes Period is eligible to earn an Entry into the Drawing.

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

N/A.

### **12. Cancellation**

Should you wish to cancel your participation in this Sweepstakes 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 in your account is non-redeemable.

### **13. Gambling Problem**

Iowa Customers: Gambling Problem? Call 1-800-BETS-OFF.

### **14. Additional Terms**

**Publicity:** By participating in this Promotion in any way, each participant: (i) agrees that if he/she receives a Promotion Bonus, 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 Boyd Gaming 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 Diamond Boyd Gaming 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 and Hotel Maryland, 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) 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 (iii) compliance with any of the Eligible Retail Locations 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.

**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 Iowa, 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 AND BOYD 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 OR BOYD HAVE 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.