

FanDuel Fastest Lap Promotion

TERMS & CONDITIONS

NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THE RETAIL BONUS (AS DEFINED BELOW). A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THE RETAIL BONUS (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 Fastest Lap Contest (the "**Promotion**") where participants who register during the Promotion Period (as defined below) will be eligible to participate in the Fastest Lap Contest located the IP Casino in Biloxi, Mississippi to compete for a chance to win one of the following prizes; 1.) a Tag Heuer watch, 2.) one night hotel stay and tickets to a New Orleans Saints v Carolina Panthers football game on December 10th, 3.) a PlayStation 5. PARTICIPATING IN THIS PROMOTION IN ANY WAY (INCLUDING BUT NOT LIMITED TO DRIVING THE SIMULATOR OR RECEIVING, REDEEMING AND/OR USING A PRIZE), IS AN AGREEMENT TO ABIDE BY THESE TERMS AND CONDITIONS.

The Promotion is presented by Boyd Gaming Corporation and its affiliates and subsidiaries (collectively, "**Boyd**") and 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 Prize (defined below) is issued to upon satisfaction of the terms 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 September 28, 2023, and will run through October 2, 2023, with daily hours of operation from 12:00 pm CT to 10:00 pm CT and closures daily from 4:00 pm- 5:00 pm CT (the "**Promotion Period**"). Sponsor may elect to extend the Promotion Period in its sole discretion.

3. Eligibility

The Promotion is only open to individuals who are at least 21 years of age, and are physically present in the IP Sportsbook by FanDuel in Biloxi, Mississippi (the "**Eligible Retail Location**") during the Promotion Period. Employees, officers and directors of the Sponsor or Boyd Gaming Corporation, their 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 to receive a Prize. For purposes of this Promotion, 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 Mississippi 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

Race Requirements: During the Promotion Period, you must: (1) enter the Eligible Retail Location, (2) opt into the Promotion, register with Sponsor via <https://www.fanduel.com/fastestlap> (3) fill out the waiver form, and (4) compete in the driving simulator (the “**Race Requirements**”).

Wager Entries: To earn additional chances to drive the simulator, customers must place a Twenty-dollar (\$20) wager on any market available at the Eligible Retail Location.

When participating in the driving simulator participants will be required to complete one (1) timed lap. Sponsor will record the outcome of the participants finish times and the participant with the fastest time will receive the prizing outlined in Section 5. Each such participant will be required to sign-off on the outcome of their lap time to be eligible to win a Prize (as defined below).

5. Claiming Promotion Offer

The first placed eligible participant with the fastest lap time on the driving simulator will win a Tag Heuer watch (\$2,000ARV), the second placed eligible participant with the second fastest lap will win a one night stay for 2 in New Orleans on December 10th 2023 along with two (2) tickets to New Orleans Saints v Carolina Panthers game played on December 10th 2023 (\$1000 ARV), the third placed eligible participant with the third fastest lap will win a PlayStation 5 console (\$500ARV) (each a “**Prize**” respectively).

If applicable, Prize winners will be notified within 72 hours via the phone number or email address they used to register for the Promotion. Participants must respond to Sponsor within 72 hours of notification to redeem their Prize. For avoidance of doubt, Participants who do not respond back to Sponsor within 72 hours of receiving their phone call or email notification will be disqualified from receiving their Prize and another Participant will be selected. 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. Participants will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with any Promotion or Prize received, regardless of whether any Promotion or Prize, in whole or in part, is used. 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. 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 winning participant 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 Prize(s) 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, if 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 Sweepstakes-related correspondence or material.

6. Registration Procedures

Race Requirements: During the Promotion Period, you must: (1) enter the Eligible Retail Location, (2) opt into the Promotion, register with Sponsor, (3) fill out the waiver form, and (4) compete in the driving simulator (the “**Race Requirements**”).

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) prize per eligible participant of the Promotion.**

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 or after the promotion Period will not be deemed an Eligible Wager. Wagers placed not at the 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 Game

Any market available at the Eligible Retail Location (subject to the requirements in Section 4) during the promotional period is eligible to earn additional wager entries.

11. Restrictions on Withdrawal

The Promotion and 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>.

13. Gambling Problem

Mississippi Customers: Gambling problem? For crisis counseling & referral services call 1-888-777-9696

14. Additional Terms

Publicity: By participating in this Promotion in any way, each participant: (i) agrees that if he/she receives a Promotion/ 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 Boyd Gaming Corporation, including its affiliates and subsidiaries (collectively, "Boyd") 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 Boyd 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, Boyd, 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 and Boyd, and their 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/ Prize, (iii) the receipt, use or misuse of the Promotion/ Prize, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by Sponsor's or Boyd's own negligence; and (iv) compliance with any of Boyd's or FanDuel Sportsbook's Terms of Service, Code of Conduct or similar terms and conditions. The Sponsor and Boyd expressly disclaim 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/ Prize. In consideration of the Promotion/ 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 or Boyd, their parents, subsidiaries and affiliates. Promotion/ 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 Promotion/ Prize recipients agree to refrain from any behavior or communication that would harm the image or reputation of Sponsor, Boyd, and their 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/ 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 Promotion/ 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 Mississippi 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.