

## Fairway Frenzy Hole-In-One Challenge

### 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 FanDuel Faceoff Hole-In-One Challenge promotion (the “**Promotion**”), where participants who score a hole-in-one (minimum score of 20,000) in a paid game of Jordan Spieth’s Fairway Frenzy, will receive a share of \$10,000 in bonus cash (“**Faceoff Bonus Cash**”).

The Promotion is sponsored by FanDuel, Inc., located at 300 Park Avenue South, 14<sup>th</sup> 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 Thu 4/4/2024 4:00 AM ET and run until Mon 4/8/2024 11:59 AM ET (the “**Promotion Period**”).

#### **3. Eligibility**

The Promotion is only open to individuals who are at least 18 years of age or older (19 years old or older in Alabama and 21 years old or older in Massachusetts). User must be a citizen or resident of the United States and that you have an address in the United States. When entering a paid contest, you are not physically in of any of these states: Arizona, Arkansas, Connecticut, Hawaii, Idaho, Iowa, Louisiana, Maryland, Michigan, Missouri, Montana, Nevada, New Jersey, Pennsylvania, South Carolina, South Dakota, Tennessee, Washington or West Virginia. If your social security number is associated with another Faceoff Account (as defined below) in Sponsor’s database, you may only earn one Promotion Bonus (as defined below) in respect of all Faceoff Accounts (as defined below) 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 Promotion Bonus (as defined below).

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

To qualify for the Promotion, eligible participants must score a hole-in-one (minimum score of 20,000) in a paid game of Jordan Spieth’s Fairway Frenzy (excluding 9-hole, 3-hole and putting green modes), during the Promotion Period (the “**Activation Requirement**”).

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

Upon meeting the Activation Requirement, users will receive a share of \$10,000 in Faceoff Bonus Cash (the “**Promotion Bonus**”). If applicable, the Promotion Bonus will be credited to your Faceoff Account (as defined below) within seventy-two (72) hours of satisfying the Promotional Requirement. Promotion Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Promotion Bonus received, regardless of whether the Promotion Bonus, in whole or in part, is used. The Promotion Bonus value may be reported for tax purposes as required by law.

## **6. Registration Procedures**

To qualify for the Promotion, eligible individuals must have an active FanDuel Faceoff member account (“**Faceoff Account**”) and verify your identity in order to play on FanDuel Faceoff. Creating a Faceoff Account is free. By submitting your information and creating a Faceoff 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 Faceoff 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. One (1) Promotion Bonus per participant.

## **8. Wagering Requirements**

N/A.

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

The Promotion Bonus is used before deposited funds when playing on your Faceoff Account or entering paid contests on your Faceoff Account.

## **10. Eligible Games**

Only Jordan Spieth’s Fairway Frenzy offered during the Promotion Period is eligible to earn a Promotion Bonus.

## **11. Restrictions on Withdrawal**

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. The Promotion Bonus may only be used for playing on your Faceoff Account. **Any unused portion of the Promotion Bonus will be automatically withdrawn from your Faceoff Account 30 days after being credited to your Faceoff 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 is non-withdrawable. For customers located in New York, complaints may be filed with the New York State Gaming Commission.

### **13. 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 Faceoff 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.

**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.