

F2P FanDuel Kick of Destiny Free Pick OFFICIAL RULES

NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. 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 / PAYOUT 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 FanDuel Kick of Destiny Free Pick (the “**Promotion**”) where eligible participants who select the correct outcome relating to Sponsor’s ‘Kick of Destiny Free Pick Contest’, will win an equal share of the Payout (as defined in Section 5).

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

2. Promotion Period

The Promotion will begin at 7:30am ET on January 9th, 2024, and concludes at 5:45pm ET on February 11th, 2024 (the “**Promotion Period**”).

3. Eligibility

The Promotion is open to individuals who enter with a FanDuel Account (as defined herein) who are at least 21 years of age and are physically present in Arizona, Colorado, Connecticut, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Louisiana (excluding the following parishes: Caldwell, Catahoula, Franklin, Jackson, LaSalle, Sabine, Union, West Carroll and Winn), Maryland, Michigan, New Jersey, New York, Ohio, Pennsylvania, Tennessee, Virginia, Vermont, West Virginia, or Wyoming during the Promotion Period. If your social security number is associated with another FanDuel Account (as defined below), you may only earn one Payout (as defined below) respect of all such FanDuel Accounts (as defined below) under this Promotion. Employees, officers and directors of the Sponsor, their 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 Payout (as defined below). 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 Promotion Bonus (as defined below).

4. Action Required

To participate in this Promotion, before the end of the Promotion Period (“**Lock Time**”), you must log in to your FanDuel Account (each defined below), select the “Kick of Destiny Free Pick Contest” (found in the ‘Free to Play’ section of the FanDuel services), and answer the contest question (the “**Kick Pick**”). There is a limit of one (1) Kick Pick per eligible participant for the entirety of this Promotion. Any Kick Pick’s submitted after already submitting Kick Pick or after the contest Lock Time will not qualify as an eligible Kick Pick. No purchase or deposit is necessary to submit a Kick Pick.

5. Claiming Promotion Offer

Upon completing the Kick Pick requirements, each eligible user who selected the correct outcome in their Kick Pick submission will win a portion of the Ten Million Dollars (\$10,000,000) prize pool, divided by the number of correct entries in **Bonus Bets** for use only on the FanDuel Sportsbook (the “**Payout**”). Bonus Bets may be used to wager on any market available on the FanDuel Sportsbook **except for Round Robin wagers** (see Bonus Bet facts here <https://www.fanduel.com/bonusbets>). If a wager placed using a Bonus Bet wins, you will receive as withdrawable cash the winnings portion of such wager and will not receive the stake portion from such wager. There is a limit of one (1) Payout per eligible participant. Sponsor reserves the right to increase the Payout amount at their sole discretion during the Promotion Period. If applicable, the Payout will be credited to your FanDuel Account (as defined below) within Seventy-Two (72) hours of the completion of the Promotion Period. Payout recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Payout received, whether or not the payout or in part, is used. The Payout value may be reported for tax purposes as required by law. **Any unused portion of the Payout will be automatically withdrawn from your FanDuel Account (as defined below) seven (7) days after being credited to your FanDuel Account (as defined below).**

6. Registration Procedures

To qualify for the Promotion, eligible individuals must have an active FanDuel Sportsbook member account (“**FanDuel Account**”). Creating a FanDuel Account at <https://sportsbook.fanduel.com> is free. By submitting your information and creating a FanDuel Account, however, participants will be required to agree to the BIU Privacy Policy and Terms (<https://www.fanduel.com/privacy>). If you do not agree to BIU’s Terms and Privacy Policy, you cannot create a FanDuel Account or participate in this Promotion. If there is an express conflict between the BIU Terms and the Official Rules, the Official Rules will control.

7. Limitations on Participation

Along with the Eligibility requirements in Section 3., BIU and FanDuel reserve the right to refuse or otherwise restrict your eligibility to participate in any Promotion for any reason, in their 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. There is a limit of one (1) Kick Pick per eligible participant for the entirety of this Promotion. **For avoidance of doubt, you can only enter this Promotion One (1) time and winners may only receive One (1) Payout.**

8. Wagering Requirements

Not applicable.

9. Order of Funds Used for Wagering

Bonus Bets must be manually selected in the betslip window of your FanDuel Account to be used before deposited funds when wagering.

10. Eligible Games

Only Sponsor's 'Kick of Destiny Free Pick Contest' available during the Promotion Period is available to earn a Payout.

11. Restrictions on Withdrawal

The Payout is not transferable and cannot be substituted except in the Sponsor's sole discretion. The Payout may be used only for wagering on your FanDuel Account. Sportsbook Bonus Bets are non-withdrawable, but any winnings from them are immediately withdrawable. **Any unused portion of the Payout will be automatically withdrawn from your FanDuel Account seven (7) days after being credited to your FanDuel Account.** Deposited funds that have not been played may be refunded at any time.

12. Cancellation

If you want 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, but any site credit in your FanDuel account may not be withdrawn. For customers located in New York, complaints may be filed with the New York State Gaming Commission.

13. Gambling Problem

Arizona Customers: Gambling Problem? Call 1-800-NEXT-STEP or text NEXTSTEP to 53342

Connecticut Customers: Gambling Problem? Call 1-888-789-7777 or visit ccpg.org/chat

Colorado, Illinois, Kentucky, New Jersey, Pennsylvania, and Virginia Customers: If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.

Indiana Customers: For Help with A Gambling Problem, Call 1-800-9-WITH-IT

Iowa Customers: If you or someone you know needs gambling treatment, call 1-800-BETSOFF

Kansas Customers: Gambling Problem? Getting Help is Your Best Bet. Call 1-800-522-4700 or visit ksgamblinghelp.com

Louisiana Customers: If you or someone you know has a gambling problem and wants help, call 1-877-770-STOP

Massachusetts Customers: If you or a loved one is experiencing problems with gambling, call 1-800-327-5050 or visit www.mahelpline.org/problemgambling to speak with a trained specialist for free, 24/7.

Michigan Customers: Gambling Problems? Call 1-800-270-7117 for confidential help

New York Customers: For help with a gambling problem, Call 1-877-8HOPE-NY or Text HOPENY

(467369)

Tennessee Customers: For problem gambling support, call or text the Tennessee REDLINE
1-800-889-9789

West Virginia Customers: Gambling Problem? 1-800-GAMBLER or visit www.1800gambler.net

Wyoming Customers: Gambling Problem? Call 1-800-522-4700

14. Additional Terms and Conditions

Publicity. By participating in this Promotion, you agree that your name, location, social media posts, and/or photos and videos tagged in response to Promotion posts may be used for marketing purposes. By participating in the Promotion, you agree to refrain from any behavior or communication that would harm the image or reputation of FanDuel or the FanDuel user community. You further agree that Sponsor and its service providers may record, photograph, film and/or use your name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotion purposes without additional notice or compensation. You grant Sponsor ownership of any copyright or other rights you may have in the foregoing. You waive any right that you may 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 your name or the use to which they may be applied. You release and discharge Sponsors and all affiliates, service providers and assigns from any liability in connection with their use of your name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy. You acknowledge and agree that in the event you violate or do not abide by these Official Rules, you will no longer be eligible for any prize and Sponsors shall have the right in its sole discretion to award a different participant such prize. 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.

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 FanDuel Account holder from participating in this Promotion for any reason. Sponsor further reserves the right at its sole discretion to disqualify any individual who is found to be (i) acting in violation of these Official Rules or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the applicable Promotion, or with the intent to annoy, abuse, threaten or harass any other person. Without limiting the foregoing, in the event Sponsor is prevented from continuing with a 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 respective Promotion. Any questions relating to eligibility, these Official Rules 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 Official Rules to their members.

Release and Waiver of Liability: By redeeming this Promotion, participants agree to release, defend, indemnify and hold harmless the Sponsor, Co-Sponsor, 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; and (ii) the administration of the Promotion such as typographical, printing, seeding, human or other errors relating to or in connection with the Promotion, the processing of entries, the announcement of the Payout or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery or lack of availability of any Payout and/or (iii) the receipt, use or misuse of the Payout, 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 Official Rules 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 Official Rules 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 Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which will otherwise remain in full force and effect.