

Official 2024 FanDuel World Fantasy Baseball Championship Terms and Conditions and Affidavit of Eligibility

In consideration for the opportunity to participate in the 2024 World Fantasy Baseball Championship Live Final ("WFBC Finals"), and other good and valuable consideration, the receipt of which is hereby acknowledged, I agree as follows:

- I represent that the information provided to FanDuel is accurate and complete. I represent that I am not physically located in Alabama, Hawaii, Idaho, Montana, Nevada, or Washington at the time of entry into any WFBC Qualifier, Super Qualifier or the WFBC Finals. I agree to bring government-issued photo identification to the WFBC Final Event (defined below) for FanDuel to verify my identity and date of birth.
- I reaffirm my agreement to: The FanDuel Terms of Use, provided at (<https://www.fanduel.com/terms>); and The FanDuel WFBC Rules, provided at [Fanduel.com/WFBC](https://www.fanduel.com/WFBC)
- I agree to attend the WFBC Finals in California. Should I finish in the top three spots in the WFBC Finals and not attend the awards ceremony, I will be eligible to receive only 50% of any prize money I otherwise would win at the WFBC Final unless I obtain FanDuel's written permission at least 48 hours prior to the official start time of the Friday WFBC Final. Because of anticipated media presence and the significant marketing value the Friday event has for FanDuel, and because the value of my participation in the Sunday event cannot be calculated with precision but likely is proportional to my ranking in the results of the WFBC Finals, I agree that this prize reduction is a reasonable method for compensating the company for the losses it will sustain by reason of my failure to fully participate in the Sunday event.
- I agree to refrain from any behavior or communication during the WFBC Final Event weekend that would harm the image or reputation of FanDuel, the WFBC Finals events or the FanDuel user community.
- I will participate in the following, without requesting additional compensation from FanDuel or any third party: I will speak with any interested bloggers and other journalists and media personnel throughout the WFBC Finals events, including when such personnel are recording the conversation for publication. At FanDuel's request, I will participate in a specified number of other hours of any FanDuel marketing-related activities that FanDuel organizes (whether during the WFBC Finals weekend or otherwise, at FanDuel's discretion), such as participating in FanDuel marketing photo shoots or interviews with the media, and I agree that my local travel to and from such activities will take place at my own expense and will not count toward the hour total. I agree to be available for these marketing-related activities from 30 days before the WFBC Finals until 90 days after it. If I win first, second or third place in the WFBC Final, the total hours for these activities will be 30. Otherwise, the total hours will be 5.

- During the night of the WFBC Finals and at the party the night before the WFBC Finals, I will not participate in any promotional or marketing-related activities for other daily fantasy websites.
- I agree that FanDuel and its service providers may use my name, any biographical information that I provide to FanDuel, image, likeness, photo, and voice for advertising, publicity, and promotional purposes before and after the WFBC Finals without additional notice or compensation.
- FanDuel and its service providers may photograph, film, videotape, record and/or portray my name, voice, portrayal, actions and/or likeness in connection with the events and activities described in this Affidavit of Eligibility ("Images"). I grant FanDuel ownership of any copyright or other rights I may have in the Images. I grant FanDuel an irrevocable, perpetual and unrestricted right to publish, distribute, copy, perform and otherwise use in any manner the Images and derivative works thereof, in conjunction with my own or a fictitious name, or without any name, and in conjunction with any biographical information that I have provided to FanDuel, or without any such biographical information in any medium, and in all media now or hereafter known, including over the Internet, for promotion, advertising, trade or commerce, or for any other purpose whatsoever. I also grant FanDuel an irrevocable, perpetual and unrestricted right to publish and otherwise use my name for such purposes, whether or not in connection with the Images. I consent to the digital compositing or distortion of the Images, including any changes or alterations as to color, size, shape, perspective, context, foreground or background or associated audio. I also consent to the use of any published matter in conjunction with such Images. I waive any right that I 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 Images or my name or the use to which they may be applied. I release and discharge FanDuel and its service providers and assigns from any liability in connection with their use of the Images or my name, including without limitation any claims for libel or violation of any right of publicity or privacy. This grant of rights is binding upon me and my heirs, estate, legal representatives, and assigns.