

## **FanDuel Faceoff Deposit Match Offer**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

### **TERMS & CONDITIONS**

#### **1. Description of Promotion**

Welcome to the FanDuel Faceoff \$10 Deposit Match Bonus promotion (the “**Promotion**”), where participants who make their first deposit on their Faceoff Account (as defined below) will receive a 100% match up to \$10 in bonus cash available for use only on FanDuel Faceoff (“**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 12:00 PM ET on January 1, 2024 and end at 11:59PM ET on December 31, 2024 (the “**Promotion Period**”).

#### **3. Eligibility**

The Promotion is only open to individuals who are at least 18 years of age or older (21 years old or older in Massachusetts and 19 years old or older in Alabama). User must be a citizen or resident of the United States or Canada and that you have an address in the United States or Canada. 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 in Sponsor's database, you may only earn one Promotion Bonus in respect of all Faceoff Accounts 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. 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 qualify for the Promotion, eligible participants must make their first deposit on their Faceoff Account during the Promotion Period (the “**Deposit Requirement**”). Only your first deposit made during the Promotion Period will be considered your Deposit Requirement for the purposes of this Promotion.

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

Upon meeting the Deposit Requirement, you will receive a 100% match of your deposit up to \$10 in Faceoff Bonus Cash (the “**Promotion Bonus**”). If applicable, the Promotion Bonus will be credited to your Faceoff Account within seventy-two (72) hours of satisfying the Deposit 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 eligible 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**

N/A

#### **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.** Deposited funds that have not been played may be refunded 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.

## **13. Gambling Problem**

## **14. 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.