

NBA Tip Off New User Bet & Get

TERMS & CONDITIONS

1. Description of Promotion

Welcome to the “NBA Tip Off New User Bet & Get” promotion (the “**Promotion**”), where participants who sign up for a FanDuel Account, make their first deposit of at least Ten Dollars (\$10) and make their first wager of at least Five Dollars (\$5) on the FanDuel Sportsbook during the Promotion Period (as defined below) will receive a bonus in free bets available for use only on the FanDuel Sportsbook (“**Sportsbook Free Bets**”) equal to One Hundred and Fifty Dollars (\$150) and a three month trial subscription to NBA League Pass, regardless of if their wager wins or loses.

The Promotion is sponsored by Betfair Interactive US, LLC (“**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 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 October 13, 2022 and end at 11:59 PM ET on October 21, 2022 (the “**Promotion Period**”).

3. Eligibility

The Promotion is only open to individuals who are at least 21 years of age and are physically present Louisiana (excluding the following parishes: Caldwell, Catahoula, Franklin, Jackson, LaSalle, Sabine, Union, West Carroll and Winn), New York, New Jersey, Pennsylvania, Illinois, West Virginia, Iowa, Tennessee, Michigan, Arizona, Connecticut, Wyoming, Colorado, Indiana, Kansas or Virginia during the Promotion Period. If your social security number is associated with another FanDuel Account in Sponsor's database, you may only earn one Promotion Bonus in respect of all such FanDuel 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.

4. Action Required

During the Promotion Period, you must sign up for a new FanDuel Account, make a deposit of at least Ten Dollars (\$10) (“**Deposit Requirement**”) and place a real money wager of at least Five Dollars (\$5) on any market available on the FanDuel Sportsbook (“**Wager Requirement**”) (collectively, the “**Promotion Requirements**”). Deposits to your FanDuel Account made via any physical “cash-at-counter” location or via PayNearMe are not eligible and will not be deemed to have satisfied the Deposit Requirement. If you have previously used your FanDuel Account to place any other real money wager, then you are not eligible to participate in this Promotion.

5. Claiming Promotion Offer

Upon satisfying the Promotion Requirements, you will receive a bonus in Sportsbook Free Bets equal to One Hundred and Fifty Dollars (\$150) and a three month trial subscription to NBA League Pass (the “**Promotion Bonus**”), regardless of if your wager wins or loses. The Promotion Bonus (\$150) will be credited to your FanDuel Account within seventy-two (72) hours of your satisfaction of the Promotion Requirements. Upon satisfying the Promotion Requirements, a promotion code to access your NBA League Pass three month trial subscription will be emailed to your email address that was used to sign up for your FanDuel account. Sportsbook Free Bets may be used to wager on any market in the FanDuel Sportsbook. If a wager placed using a Sportsbook Free Bet wins, you will receive as withdrawable cash the winnings portion of such wager, and will not receive the stake portion (in cash or site credit) from such wager. The Promotion Bonus can be found in the betslip window of your FanDuel Account. You must manually select the Sportsbook Free Bet in the betslip window of your FanDuel Account in order to redeem the Promotion Bonus. 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 register for an active FanDuel member account (“**FanDuel Account**”) and become verified to play on the FanDuel Sportsbook during the Promotion Period. Creating a FanDuel Account at www.fanduel.com or <https://sportsbook.fanduel.com> is free. By submitting your information and creating a FanDuel Account, however, participants will be required to agree to the FanDuel Privacy Policy and Terms. If you do not agree to FanDuel’s Terms and Privacy Policy, you cannot create a FanDuel Account or participate in this Promotion.

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. Participation in this Promotion precludes your participation in any other introductory Sponsor promotion, including without limitation, the “No Sweat Bet up to \$1000” promotion. Limit of one (1) Promotion Bonus per person.

8. Wagering Requirements

See Section 4. Any wager placed after the expiration of the Promotion Period will not be deemed to satisfy the Wager Requirements. Wagers that are settled using the “Cash Out” feature will not be deemed to satisfy the Wager Requirement. Separately, wagers placed using site credits or any bonus received from a separate Sponsor promotion will not be deemed to satisfy the Wager Requirement.

9. Order of Funds Used for Wagering

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

10. Eligible Games

All markets on the FanDuel Sportsbook are eligible to earn a Promotion Bonus. Sportsbook Free Bets may be used to wager on any market available on the FanDuel Sportsbook **except for Round Robin and Same Game Parlay + wagers.**

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. **Any unused portion of the Promotion Bonus will be automatically withdrawn from your FanDuel Account fourteen (14) days after being credited to your FanDuel Account.** You may withdraw your deposited funds without penalty at any time.

12. Complaints and 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 may not be withdrawn.

For customers located in New York, complaints may be made with the New York State Gaming Commission.

13. Gambling Problem

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

New York Customers: For help with a gambling problem call 1-877-8HOPE-NY or Text HOPENY (467369).

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

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

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

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

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

Arizona Customers: Gambling Problem? Call 1-800-Next-Step or text NEXTSTEP to 53342.

Connecticut Customers: If you or someone you know has a gambling problem and wants help, call (888) 789-7777 or visit ccpg.org/chat.

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

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

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

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 FanDuel 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: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in New York County, New York and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole

arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New York, New York. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New York County, New York. The Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

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.