The 2023 Live! Casino Pittsburgh Football Ticket Sweepstakes

OFFICIAL RULES

- NO PURCHASE OR WAGER IS NECESSARY TO ENTER OR WIN. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- THESE OFFICIAL RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZES AWARDED.
- All DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS
 WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- ADDITIONAL CONDITIONS APPLY SO PLEASE READ THESE OFFICIAL RULES IN THEIR ENTIRETY.

1. Description of Sweepstakes

Welcome to the 2023 Football Ticket Sweepstakes (the "Sweepstakes") where participants will have a chance to earn tickets to a future NFL game upon satisfying the Sweepstakes Requirements (as described below).

The Sweepstakes 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 Prize (as defined below) is issued to upon satisfaction of the terms and conditions set forth in this Sweepstakes. Redemption of the Sweepstakes is expressly conditioned upon acceptance of and compliance with all of these Sweepstakes "Terms and Conditions". Sweepstakes participants may be required to sign paperwork issued by the Sponsor.

2. Sweepstakes Period

The Sweepstakes will begin on 11:00am ET on August 24, 2023 and end at 11:59pm ET on August 27, 2023 (the "Sweepstakes Period").

The drawing ("**Drawing**") will take place at the start of the Thursday Night Football League Game on September 7, 2023.

3. Eligibility

The Sweepstakes is only open to individuals who are at least 21 years of age, who are signed up for a Live! Rewards account and are physically present at Live! Casino Pittsburgh in Pennsylvania during the Sweepstakes Period (the "Eligible Retail Location").

If your social security number is associated with another FanDuel Account (as defined below) in Sponsor's database, you may only earn one Prize (as defined below) in respect of all such FanDuel Accounts (as defined below) under this Sweepstakes.

Employees, officers and directors of the Sponsor, its affiliates, cable/satellite affiliates, advertising and promotion agencies, retailers, distributors (collectively, "Sweepstakes Entities"), 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 Sweepstakes or receive a Prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. A person cannot be an eligible participant or winner if such person is a person: (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control

("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute or executive order; or (b) who is acting, directly or indirectly, for or on behalf of any such person. Void outside of Pennsylvania and where prohibited by law. 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 Sweepstakes or receive a Prize (as defined below).

4. Action Required

To qualify for the Sweepstakes, eligible participants ("**Participants**") must be physically present at the Eligible Retail Location during the Sweepstakes Period and submit an Entry (as described below) (the "**Sweepstakes Requirements**").

There are two (2) methods of entry into the Sweepstakes, each qualifies as an eligible entry into this Sweepstakes ("Entry"):

Eligible Wager Entry: During the Sweepstakes Period you must enter the Eligible Retail Location during its operating hours, place a single retail wager of at least Two Hundred Fifty Dollars (\$250) (at odds of -150 or longer) (the "**Eligible Wager**") and show your betting slip with the Eligible Wager at the betting window. You will then receive a handout ("**Handout**") to be completed. Upon completion you must place the Handout in the drawing drum by Sunday August 27, 2023 at the Eligible Retail Location. The Handout must have every section filled out to qualify. If a Handout is drawn and missing information, it will not be eligible and a new Handout will be drawn.

Form Entry: Alternatively, participants may enter the Sweepstakes by filling out this form at https://forms.gle/6uUP1NogTU8sD5ir7 ("**Form**"). Upon completing the Form, users must submit proof of completion at the betting window of your Eligible Retail Location. Any Form Entry must be completely filled out to qualify as an entry into this Sweepstakes. Participants will then receive a Handout to be completed and placed in the drawing drum by Sunday August 27, 2023, at the Eligible Retail Location. The Handout must have every section filled out to qualify. If a Handout is drawn and missing information, it will not be eligible, and a new Handout will be drawn.

Any Entry must be submitted before the end of the Sweepstakes Period (the "**Lock Time**") to be eligible for the Sweepstakes. Any submissions after the Lock Time will be disqualified from the Sweepstakes. There is no fee associated with the Form Entry.

You may earn as many entries as you want during the Sweepstakes Period. Any wagers placed on FanDuel Sportsbook via the iOS or Android mobile application, the web, desktop or mobile web will not be eligible to receive a Prize (as defined below). Any participants who place an Eligible Wager but do not show their invitation or betting slip to the betting window during the Sweepstakes Period will not receive a Prize (as defined below).

5. Claiming Sweepstakes Offer

After satisfying the Sweepstakes Requirements, you will receive an Entry into a random drawing for the chance to win two (2) tickets to a future National Football League Game (at an average retail value of Five Hundred Dollars (\$500) per ticket) (the "**Prize**").

A total of Two (2) winners will be randomly selected to receive the Prize. Upon receiving notification, the winner will have two (2) days to respond back and to collect the Prize. If the winner fails to respond within the two (2) days, Sponsor reserves the right, in its sole and absolute discretion, to disqualify such winner and to select a replacement Winner from the remaining qualifying participants. Sponsor shall not be responsible for failed attempts to notify the eligible winner and no responsibility is assumed by Sponsor for any

correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the winner(s). Odds of winning depend upon the number of eligible entries received. The purchase of any goods or services will not increase any participant's chances of winning. Limit of one (1) Prize per eligible winner.

Prize recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Prize received, regardless of whether the Prize, in whole or in part, is used. Prizes are non-transferable, with no equivalents or substitutions except at Sponsor's sole and absolute discretion. All Prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her Prize(s), the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). The approximate retail value ("ARV") of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winners may be required to provide Sponsor with a valid social security number before the Prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winners. Unclaimed Prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen prizes or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sweepstakes Entities will have no further obligation with respect to that prize or portion of the prize. The Sweepstakes Entities are not responsible for, and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Limit of one (1) Prize per eligible winner in connection with this Sweepstakes.

6. Registration Procedures

By participating in this Sweepstakes, participants 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 participate in this Sweepstakes.

7. <u>Limitations on Participation</u>

In addition to the eligibility requirements in Section 3, FanDuel reserves the right to refuse or otherwise restrict your eligibility to participate in any Sweepstakes 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 Sweepstakes in good faith. This Sweepstakes is void where prohibited by law.

Participants entering the Sweepstakes concurrently with wording, depiction or images that Sponsor considers, in its sole discretion, to be vulgar, profane, offensive or otherwise inappropriate shall not be eligible for the Sweepstakes.

8. Wagering Requirements

See Section 4.

9. Order of Funds Used for Wagering

N/A.

10. Eligible Game

All markets available at an Eligible Retail Location during the Sweepstakes Period are eligible to earn an Entry into the Sweepstakes.

11. Restrictions on Withdrawal

The Prize will have no restrictions on wagers other than all Prize amounts will be non-eligible for withdrawal on any collection.

12. Cancellation

N/A.

13. Gambling Problem

Pennsylvania Customers: Gambling Problem? Call 1-800-GAMBLER.

14. Additional Terms

Administration: The Sponsor expressly reserves the right to amend, suspend or terminate this Sweepstakes at any time without prior notice or consent. Administration of this Sweepstakes 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 Sweepstakes for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Sweepstakes 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 Sweepstakes or reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By redeeming this Sweepstakes, participants agree to release, defend, indemnify and hold harmless the Sponsor, its affiliates, gaming license partners, advertising and Sweepstakes 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 Sweepstakes; and (ii) the receipt, use or misuse of the Prize, or while preparing for, participating in, and/or traveling to any Sweepstakes-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 Prize. In consideration of the Prize, 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 Sweepstakes, in any and all advertising, Sweepstakes and other publicity conducted by the Sponsor, its parents, subsidiaries and affiliates.

<u>Governing Law</u>: 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 Sweepstakes 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.

<u>Dispute Resolution</u>: You agree that any claim or dispute that has arisen or may arise relating in any way to or arising out of the Sweepstakes, 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 SWEEPSTAKES,

EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

<u>Miscellaneous</u>: 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.