

FanDuel Faceoff Refer-A-Friend, Get \$30 - Terms and Conditions

VOID WHERE PROHIBITED BY LAW.

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 the FanDuel Faceoff Refer-A-Friend, Get \$30 promotion (the "Promotion"), where Referrers (as defined below) will receive a bonus in Faceoff-only site credit available for use only on FanDuel Faceoff ("Faceoff Bonus") equal to Thirty Dollars (\$30) available subject to the Referee (as defined below) they cause to sign up for a new FanDuel Account using a referral link satisfying the requirements herein.

The Promotion is sponsored by FanDuel, Inc. ("FanDuel" or the "Sponsor"), located at 1 Madison Avenue, 23rd Floor, New York, NY 10010. The terms "you" or "your" mean the person who participates in this Promotion. Participation in 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 9:00 AM ET on August 20, 2026 and end at 11:59 PM ET on October 30, 2026 (the "Promotion Period").

3. Eligibility

The Promotion is only open to existing FanDuel online member account ("FanDuel Account") holders who successfully refer a Referee that satisfies the applicable entry requirements herein (each, a "Referrer"), and individuals who are new FanDuel Account holders (i.e. who have never had their social security number affiliated with any FanDuel Product Account, excluding TVG) who have been successfully verified by the Sponsor, and who are invited to sign up for a FanDuel Account using a Referral Link by a Referrer (each, a "Referee"). If a Referee is associated with another FanDuel Account in Sponsor's database, they are not eligible to participate in this Promotion. Participating in this Promotion shall not preclude the Referee from participating in the then current "Faceoff New Customer Offer" promotion and receiving any Faceoff Bonus earned from satisfying the promotion requirements of that promotion. All Referrers and Referees must be 18 or older (19+ in AL, 21+ in MA), location restrictions apply. Users located in AZ, AR, CT, HI, IA, ID, LA, MD, MI, MO, MT, NJ, NV, PA, PR, SC, SD, TN, WA, and WV are not eligible to participate in paid entry skill games. Referrers are prohibited from referring members of their immediately family or any individuals who live within their household (whether legally related or not), any users violating this section will be deemed ineligible for 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 Referral Bonus. Individuals who are actively listed on any "exclusion list(s)" are ineligible to participate in this Promotion.

4. Action Required

A Referrer must obtain their Referral Link ("Referral Link") from their FanDuel Account and the validated referee must complete paid contests totaling at least Five Dollars (\$5) or more through ("Entry Requirement") within Thirty (30) days of signing up (a "Referral"). For each Referral, the Referrer shall receive a Faceoff Bonus of Thirty Dollars (\$30) (the "Referral Bonus"). Limit of five (5) Referral Bonuses per Referrer within a thirty (30) day period.

5. Claiming Promotion Offer

If applicable, the Referral Bonus will be credited to your FanDuel Account within seventy-two (72) hours of the Referee satisfying the Entry Requirement. Limit five (5) Referral Bonuses per Referrer One Hundred and Fifty Dollars (\$150) maximum Referral Bonus per each Referrer) in thirty (30) days. Referral Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Referral Bonus received, regardless of whether the Referral Bonus, in whole or in part, is used. The Referral 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 Faceoff Account. Creating a Faceoff Account at <https://www.fanduel.com/join> is free. By submitting your information and creating a Faceoff Account, however, participants will be required to agree to the FanDuel Terms of Use (<https://www.fanduel.com/terms>) and Privacy Policy (<https://www.fanduel.com/privacy>). If you do not agree to FanDuel's Terms of Use 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 our 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. Users are prohibited from referring members of their immediate family or any individuals who live within their household (whether legally related or not), any users violating this section will be deemed ineligible for this Promotion. Referral Links can only be used for personal and non-commercial purposes. Users who utilize Referral Links for any commercial or otherwise prohibited purposes may be disqualified from participation in any of Sponsor's promotions and/or the suspension of their FanDuel Account subject to Sponsor's sole discretion. This Promotion is void where prohibited by law. Deposits and entries placed to satisfy the Entry Requirement will not satisfy any other promotion requirements for a separate Sponsor promotion.

8. Entry Requirements

See Section 4. Any entry made after the expiration of the Promotion Period will not be deemed to satisfy the Entry Requirements. Entries made using site credits, bonus bets, profit boost tokens, or any bonus received from a separate Sponsor promotion will not be deemed to satisfy the Entry Requirement. Entries made to satisfy the Promotion Requirements will not satisfy any entry or other promotion requirements for a separate Sponsor promotion. If you are opted into two (2) or more promotions with entry requirements, your entry will count towards the first opted-in promotion.

9. Order of Funds Used for Playing

Faceoff Bonus is used before deposited funds when playing on your Faceoff Account or entering paid contests on your Faceoff Account.

10. Eligible Games

All competitions offered on FanDuel Faceoff during the Promotion Period are eligible to earn a Referral Bonus.

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. Faceoff 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 Seven (7) 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 may not be withdrawn.

13. Gambling Problem

Gambling Problem? Call 1-800-GAMBLER.

14. Additional Terms

Administration: 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 Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Promotion for any reason. In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion. Sponsor additionally reserves the right, in its sole and absolute discretion: (i) to modify, suspend or terminate the Promotion should a Force Majeure event or occurrence corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (ii) to disqualify any participant found to be, or suspected of: (a) tampering with the entry process or the operation of the Promotion; (b) acting in violation of these Terms and Conditions; or (c) acting in an unsportsmanlike manner.

Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of Sponsor and its decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships or organizations may reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By participating in this Promotion, individuals agree to release, defend, indemnify and hold harmless the Promotion Entities and each of their directors, officers, employees, representatives and agents (collectively, the "Released Parties") from and against any and all liability claims, actions, costs (including attorneys' fees) of any kind whatsoever (however named or described) for injuries, death, damages or losses in connection with: (i) your participation in the Promotion; (ii) the receipt, use or misuse of any Prize, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by Sponsor's own negligence; (iii) compliance with any terms of service, code of conduct or similar terms and conditions; (iv) the Released Parties' actual or alleged violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or claims of infringement of intellectual property or other rights; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity or Prize. 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 any Promotion Bonus.

Publicity: Subject to applicable law, recipients irrevocably grant the Promotion Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by any and all means and media (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration, except for providing the Prize to recipients. By participating in the Promotion, recipients agree to refrain from any behavior or communication that would harm the image or reputation of the Promotion Entities or the FanDuel user community.

No Third-Party Sponsor: This Promotion is in no way sponsored, endorsed or administered by, or in association with any person or other entity, including any third party, other than FanDuel.

Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of recipients and 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 and Conditions 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 (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: BY PARTICIPATING IN THIS PROMOTION, INDIVIDUALS AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (I) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION OR ANY PRIZE REDEEMED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (II) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (III) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (IV) PARTICIPANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

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. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of these Terms and Conditions, these Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Entry Information and Promotion Communications: As a condition of participating in this Promotion, each participant gives consent for Sponsor to obtain and deliver their name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information participant provides to Sponsor may be used to communicate with participant in relation to this Promotion. By participating in the Promotion, recipient consents to all of the terms and conditions of FanDuel's Privacy Policy, which is available at <https://www.fanduel.com/fanduel-sportsbook-privacy-policy>.

CAUTION: ANY ATTEMPT TO DAMAGE SPONSOR'S WEBSITES OR APPS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION OR ANY PROMOTION OFFERED BY SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
