

## FanDuel Autographed Item Giveaway

### TERMS & CONDITIONS

NO PURCHASE OR WAGER IS NECESSARY TO ENTER OR WIN. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD. COMPLETION OF AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. 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 Giveaway**

Welcome to the FanDuel autographed item giveaway (the “**Giveaway**”) in partnership with the Cleveland Browns.

The Giveaway 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 Giveaway. Redemption of the Giveaway is expressly conditioned upon acceptance of and compliance with all of these Giveaway “**Terms and Conditions**”. Giveaway participants may be required to sign paperwork issued by the Sponsor.

#### **2. Giveaway Period**

The Giveaway will occur six times between November 10, 2023 to December 20, 2023 (the “**Giveaway Period**”).

Giveaway dates will be as follows:

- November 10
- November 22
- November 28
- December 5
- December 14
- December 20

#### **3. Eligibility**

The Giveaway is only open to individuals who are at least 21 years of age and are physically present in the United States during the Giveaway Period. Employees, officers and directors of the Sponsor, its affiliates, 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 Giveaway or receive a Prize. Employees of other sports wagering or fantasy sports competitions are not eligible to participate in the Giveaway. Sponsor accepts no liability for persons ineligible to create a Social Media Site (as defined below) account.

#### **4. Action Required**

During the Giveaway Period, you can enter on Twitter and/or Instagram. Participants must have their Twitter account set to public. Limit of one (1) entry per person, per giveaway.

#### **5. Claiming Giveaway Offer**

Winners will be selected by random drawing from all entries received from participants at the end of the Giveaway Period and will each receive a prize courtesy of the Cleveland Browns (each, a “**Prize**”). Subject to verification of eligibility and compliance with the terms of these Terms and Conditions, the potential winners will be declared the official “**Winners**”

of the Prize. Odds of winning depend on the total number of eligible Entries received. The purchase of any goods or services will not increase any participant's chances of winning.

Winners will be notified by social media. Winners must communicate acceptance of the Prize to Sponsor within the time frame specified by Sponsor. Winners must communicate to Sponsor the mailing address for delivery of their Prize within the time frame specified by Sponsor. Any failure of a Winner to notify and communicate acceptance of the Prize or failure to communicate an acceptable mailing address to Sponsor within the timeframes set forth by Sponsor will result in forfeiture of their Prize. If a Winner is unreachable; does not make direct contact with Sponsor by the time specified by Sponsor, fails to provide Sponsor with any requested information or fails to accept the Prize, 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 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 Winners. Upon the request of Sponsor, the Winner must sign and return the following documents: an affidavit of eligibility; a liability/publicity release; and any other releases and waivers requested by Sponsor. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Winner is deemed by Sponsor to be ineligible or not to have complied with these Terms and Conditions, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible entries, time permitting.

In the event that a potential winner is disqualified for any reason, an alternate potential winner will be selected in a random drawing among all remaining eligible Entries. Sponsor will have complete discretion over interpretation of the Terms and Conditions, of administration of the Giveaway, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final.

A potential winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Prize will be mailed to the address provided by the Winner within a commercially reasonable period of time after Sponsor receives an acceptable mailing address from Winner. Sponsor will only mail the Prize to an address located in the United States, excluding Alaska and Hawaii.

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. The Prize value may be reported for tax purposes as required by law. No substitution, assignment or transfer of the Prize is permitted, except by the Sponsor who reserves the right to substitute the Prize with another prize of greater or equal value if a Prize cannot be awarded as stated. Sponsor is responsible only for Prize delivery and expressly disclaims responsibility for Prize utility, quality, or otherwise. The Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address.

PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **6. Registration Procedures**

By participating in this Giveaway, participants agree to the Sponsor's Privacy Policy and these Terms and Conditions. If you do not agree to Sponsor's Privacy Policy and these Terms and Conditions, you cannot participate in this Giveaway.

## **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 Giveaway 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 Giveaway in good faith. This Giveaway is void where prohibited by law. Limit of one (1) Entry per person. Limit of one (1) Prize per person.

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

Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, or misdirected entries, and shall not have any obligation to advise an entrant of an incomplete, invalid, or undeliverable submission. No illegible, incomplete, forged, or altered entries will be accepted. Proof of liking and commenting on the Giveaway post does not constitute proof of receipt or entry into the Giveaway. Incorrect entries will not be considered eligible Entries.

#### **8. Wagering Requirements/Exclusions**

N/A

#### **9. Order of Funds Used for Wagering**

N/A

#### **10. Eligible Games**

N/A

#### **11. Restrictions on Withdrawal**

N/A

#### **12. Complaints & Cancellation**

Should you wish to cancel your participation in this Giveaway at any time, please contact customer support at <https://support.fanduel.com/s/>. For customers located in New York, complaints may be made with the New York State Gaming Commission.

#### **13. Gambling Problem**

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

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

Connecticut Customers: Gambling Problem? Call 1-888-789-7777 or visit [ccpg.org/chat](http://ccpg.org/chat).

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

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

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

Kansas Customer: Gambling Problem? Getting Help is Your Best Bet. Call 1-800-522-4700 or visit [ksgamblinghelp.com](http://ksgamblinghelp.com).

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

Ohio Customers: Gambling Problem? Call 1-800-GAMBLER

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

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

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

West Virginia Customers: Gambling Problem? 1-800-GAMBLER or visit [www.1800gambler.net](http://www.1800gambler.net).

#### **14. Additional Terms**

**Administration:** The Sponsor expressly reserves the right to amend, suspend or terminate this Giveaway at any time without prior notice or consent. Administration of this Giveaway is at the sole discretion of the Sponsor. Sponsor reserves the right to restrict at any time any person from participating in this Giveaway for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Giveaway 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 Giveaway or reproduce or distribute any portion of these Terms and Conditions to their members.

**Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Giveaway by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, 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 Giveaway by any party, or any federal, state, local or provincial 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 Giveaway or Prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Giveaway should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Giveaway; or (b) to disqualify any participant found to be, or suspected of: (i) tampering with the operation of the Giveaway; (ii) acting in violation of these Terms and Conditions; or (iii) acting in an un-sportsmanlike manner.

**Release and Waiver of Liability:** By participating in this Giveaway participants agree to release, defend, indemnify and hold harmless the Sponsor, Cleveland Browns Football Company LLC, Cleveland Browns Stadium Company LLC, Cleveland Browns Stadium, its affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents ("**Released Parties**") 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 Giveaway; (ii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iii) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Giveaway activity and/or Prize, (iv) any delays in delivery or lack of availability of the Prize, (v) the processing of entries, the announcement of the Winners or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery of the Prize; (vi) the receipt, use or misuse of the Prize, or while preparing for, participating in, and/or traveling to any Giveaway-related activity, including those damages caused by the Sponsor's own negligence and (vii) compliance with any Social Media Site's Terms of Service or similar terms and conditions. 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 Giveaway, in any and all advertising, promotions and other publicity conducted by the Sponsor and its affiliates.

**Publicity:** Participants agree that their names, location, social media posts, and/or photos and videos tagged in response to Giveaway posts may be used for marketing purposes. By participating in the Giveaway, the Winners agree to refrain from any behavior or communication that would harm the image or reputation of FanDuel or the FanDuel user community. YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNER'S LIST.

**No Third Party Sponsor:** This Giveaway 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. Twitter, Facebook and Instagram collectively "Social Media Sites" are not sponsors, endorsers, or affiliated in any way with the Giveaway. All questions regarding the Giveaway must be directed to Sponsor, not any social media site. You agree as a condition of participating in the Giveaway that you shall release Social Media Sites from any and all liability arising out of or relating to your entry, creation of an entry, submission of an entry, participation in the sweepstakes, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

**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 Giveaway 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 Giveaway 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 GIVEAWAY, 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.

For any legally required winners' list, send a self-addressed stamped envelope (unless otherwise prohibited by local law) to Betfair Interactive US LLC, Attn: Social Media Promotions at 300 Park Avenue South, 14 Floor, New York, NY 10010. All such requests must be received within three (3) months after the end of the Giveaway.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES OR 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.**