

**“Titans Pick ‘Em” Presented by FanDuel
Terms and Conditions**

NO PURCHASE NECESSARY IN ORDER TO PLAY OR WIN THE “TITANS PICK ‘EM” GAME (THE “GAME”). 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 AND THE ENTRANT’S ABILITY TO CORRECTLY PREDICT GAME RESULTS AS DESCRIBED IN THE “WINNER SELECTION/NOTIFICATION” SECTION BELOW. VOID WHERE PROHIBITED BY LAW.

AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.

Eligible persons who play the Game are referred to in these Terms and Conditions as “you” or “Players.”

Name and Principal Address of Sponsor. Tennessee Football, Inc., Saint Thomas Sports Park, 460 Great Circle Rd., Nashville, TN 37228.

Eligibility. The Game is offered and open to persons who (1) are legal residents of the United States (and who are not Excluded U.S. Residents, as further described below), (2) are eighteen (18) years of age or older as of the time and date of entry and (3) have a valid email address at the time and date of entry, except for any employees (full-time or part-time), officers and/or directors of the Tennessee Football, Inc. (“Sponsor” or “Titans”), the National Football League, its member professional football clubs, NFL Ventures, L.P., Xperiel, Inc., and FanDuel, Inc. (“FanDuel”) and the family members of such employees, officers and/or directors. For purposes of this paragraph, “family members” shall mean the spouse, parents or children of such employees. Additionally, (1) residents of the State of Florida and the State of New York, and self-excluded persons in New Jersey are not eligible to participate in this Game (“Excluded U.S. Residents”) and (2) in order to win a prize provided by FanDuel, Players residing in (a) the State of Massachusetts must be twenty-one (21) years of age or older and (b) the State of Alabama must be nineteen (19) years of age or older (collectively, “Excluded Fan Duel Prize Recipients”), in each case, at the time of awarding the prize, as further described below in the section entitled “Winner Selection/Notification.”

By participating in the Game, each entrant unconditionally accepts and agrees to comply with and abide by these “Terms and Conditions” and the decisions of Sponsor, including the interpretation of these Terms and Conditions and their exercise of discretion, which will be final and binding in all respects. The invitation to participate in this Game is non-transferable.

Promotion Period. The Game will run from the date and time that the Game is launched and available in the App until the last Titans game during the 2019 NFL Season (“Promotion Period”) and incorporate thirteen (13) Titans regular season games and playoff games (if applicable). The Titans games during the 2019 NFL regular season for this Game are scheduled to take place on the following dates: 9/29/19, 10/6/19, 10/13/19, 10/20/19, 10/27/19, 11/3/19, 11/10/19, 11/24/19, 12/1/19, 12/8/19, 12/15/19, 12/22/19 and 12/29/19. Each game is scheduled to begin at the official starting time published on NFL.com (posted approximately ten (10) days in advance of each game date) and end no later than five hours thereafter. Official time will be kept by Sponsor.

How to Get Started:

- (1) During the Promotion Period, open the App and click on the “Titans Pick ‘Em” button (“Game Button”). If you do not have the App, you can download it for free on the iOS and Android operating systems. After clicking the Game Button, you will need to confirm that you are eighteen (18) years of age or older and, if a first time user, complete the registration form to play the Game. Players are responsible for ensuring that all required information is accurate. Limit of one (1) registration form submission per person and per email address for the duration of the Promotion Period (each, a “Contest Entry”). Additional registration forms received from any such person or email address after the first registration form received from that person or email address will be void.

The use of a script, macro or any other device to automate or subvert the registration process is prohibited and all such registrations will be void. Registration form submissions will be accepted throughout the Promotion Period, in accordance with the terms of these Terms and Conditions. Contest Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Contest Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Terms and Conditions may be disqualified from the Contest in the Sponsor’s sole and absolute discretion. Contest Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of the Sponsor and will not be returned. In the event of a dispute over the identity of an entrant, Contest Entries will be deemed submitted by the registered account holder of the email address associated with the entry for the domain associated with the submitted address provided that person is eligible. Winner(s) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted a Contest Entry cannot be resolved to Sponsor’s satisfaction, the affected Contest Entry shall be deemed ineligible. For purposes of this Game, a Contest Entry is “received” when the Sponsor’s servers record the Contest Entry information. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of a Contest Entry for purposes of this Game. The Sponsor’s database clock will be the official timekeeper for this Game. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Terms and Conditions or other instructions of Sponsor may be disqualified.

- (2) After completion of the registration process, you will be given access to the “Titans Pick ‘Em” home page (“Game Home Page”) within the App. Visit the Game Home Page and follow the instructions.

How to Play the Game:

Object of the Game. The object of the Game is to earn as many points as possible during the week of a Titans game (a “Game Week”). A Game Week will begin when the prior Titans game ends and end at the conclusion of the following Titans game. For example, the first Game Week for the 2019 NFL season shall begin when the Game is launched and available in the App and end upon the conclusion of the Titans vs. Atlanta Falcons

game on Sunday, September 29, 2019. There will be prizes awarded to the entrants with the most points each Game Week, along with Grand Prizes at the end of the 2019 Titans season, as further described in the “Prizes” section below.

How to Earn Points. Players may earn points in the Game in the following ways:

- (1) Daily Questions. Throughout each Game Week, one or more questions will be available for answering within the Game for a period of approximately twenty-four (24) hours. Such questions will relate to the upcoming Titans game and have a binary answer (e.g., “Yes” or “No”) (e.g., “Will the Titans block a kick or punt?”). Players who answer such questions correctly will receive the number of points assigned to such correct answer at the time the question is answered (e.g., “Yes” – 50 points; “No” – 50 points).
- (2) Weekly Questions. Throughout each Game Week, one or more questions will be available for answering within the Game up to the time of kickoff for the Titans game. Such questions will relate to the upcoming Titans game and have a binary answer (e.g., “Yes” or “No”) (e.g., “Will the opening kickoff result in a touchback?”). Players who answer such questions correctly will receive the number of points assigned to such correct answer at the time the question is answered (e.g., “Yes” – 50 points; “No” – 50 points).
- (3) Predictions Each Drive. During each Titans game, predict the outcome of offensive possessions by either team that begins from scrimmage (i.e., not including an offensive play that commences as the result of a turnover or receipt of a kickoff or punt). Such predictions shall be required to be made prior to the conclusion of the first play of each offensive possession, as determined by Sponsor. Once submitted, all predictions are final and cannot be modified for any play in progress or already completed. Correct predictions will result in the following number of points:

OUTCOME	POINTS
Touchdown	100 points
Field Goal	60 points
Punt	10 points
Turnover	100 points
Other	40 points

- (4) Mini-Games In-between Drives. During each Titans game, in-between drives, Players will have the opportunity to play three (3) different “mini-games”: Words; Memory; and Trivia. The details of each mini-game are as follows:
 - a. *Words.* The Game will display a photo and a certain set of letters. Players will have 2 minutes to type out word combinations until they select the correct word. Maximum of 120 points may be earned for each correct answer, with the number of points decreasing by 1 point for each second that it takes for the Player to type in the correct answer. Words may be played up to 3 times per Titans game.
 - b. *Memory.* The Game will display 20 image cards faced down in a grid. Players will have 2 minutes to flip over the cards and attempt to select matching sets. If the

Player correctly matches the whole grid, the Player will receive points. Maximum of 120 points may be earned, with the number of points decreasing by 1 point for each second that it takes for the Player to correctly match all sets. Memory may be played up to 3 times per Titans game.

- c. *Trivia*. The Game will pose a different trivia question each time this mini-game is selected. Players will have 10 seconds to answer the question. If the Player answers the question correctly, the Player will receive the number of points assigned to the question, which will depend on the difficulty level assigned to the question. Easy questions are worth 10 points; Medium questions are worth 20 points; and Hard questions are worth 30 points. Maximum of 10 Trivia questions may be answered each Game Week.

Power Ups. Players may amplify their points by earning and using “Power Ups.” There are two types of Power Ups: Active Power Ups and Automatic Point Multipliers.

- (1) **Active Power Ups.** To earn Active Power Ups, you have to perform a certain task. Upon earning an Active Power Up, you will have the option of applying the Active Power Up to one of your predictions in the Game. If you correctly make the prediction that has the Active Power Up applied, the number of points that you earn for the correct prediction will be multiplied by the number corresponding to the Active Power Up, as outlined in the following table:

ACTIVE POWER UPS	
ACTION	MULTIPLIER (x Current Prediction Points)
Take a Picture of Titans logo	x 2
Take a Picture of a third-party logo (e.g., designated Titans sponsor)	x 2
Share a marketing message for the Game on social media	x 4
Completing your registration profile for the Game	x 3
Make all Daily and Weekly Predictions for the Game Week	x 8
Make first Prediction for the Game Week	x 3
Make first correct Prediction for the Game Week	x 2

- (2) **Automatic Point Multipliers.** The Automatic Point Multiplier form of Power Up is earned and automatically applied to certain predictions, as outlined in the following table:

AUTOMATIC POINT MULTIPLIERS	
ACTION	MULTIPLIER (x Current Prediction Points)
Make three (3) consecutive Predictions	x 3
Make five (5) consecutive Predictions	x 5

Make seven (7) consecutive Predictions	x 7
Make ten (10) consecutive Predictions	x 10
Make three (3) correct Predictions in a row	x 3
Make four (4) correct Predictions in a row	x 4
Make five (5) correct Predictions in a row	x 5
Make a Prediction in the first 5 minutes of a Titans game	x 2
Make a Prediction in the last 5 minutes of a Titans game	x 2

Additional Terms and Conditions.

- (1) Power Ups are optional and not required for participation. Each Power Up may be used only when offered in the Game and once used, it will disappear. There is no guarantee regarding the number of Power Ups that you will receive.
- (2) All predictions must be accepted and acknowledged by the computer servers by the applicable deadline (as determined by Sponsor) to be considered valid, timely, and eligible.
- (3) The total number of points at the end of one Game Week will not carry forward to the next Game Week. Each Player that plays the Game will start each Game Week with zero (0) points in the Game for such Game Week.
- (4) In the event of a Titans game postponement or cancellation, corresponding Game entries will be deemed cancelled and that portion of the Game will be null and void.

Release: By playing the Game, you agree to release Sponsor, the National Football League, its member professional football clubs, NFL Ventures, L.P., Xperiel, Inc., FanDuel, Inc., and the other companies providing prizes for the Game, and each of their respective affiliates, and the directors, employees, officers and agents, including without limitation, advertising and promotion agencies, of each (collectively, the "Released Parties"), from any liability, loss or damage incurred in connection with or arising out of the Game, or from your use, misuse or acceptance of a prize. In furtherance and not in limitation of the above, the Released Parties are not responsible for incomplete, inaccurate, garbled, late, lost, stolen, delayed, undelivered or misdirected registrations, points, or predictions; theft, destruction or unauthorized access to, or alteration of, registrations or submission; failures or malfunctions of the App or Game, phones, phone lines or telephone systems; interrupted or unavailable network, cable, satellite, Wi-Fi, Internet Service Provider (ISP), server or other connections; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to participant's or any other person's computer or mobile device related to or resulting from your playing the Game; errors in these Terms and Conditions, in any Game-related advertisements or other materials; the selection or announcement of potential winners or the announcement or distribution of prizes; the cancellation, suspension or preemption of any game, injuries or other unavailability of the Titans team or any player, App processing, prediction submission, Power Up submission, point tabulation, point multiplication, or timing errors or other problems or errors of any kind that may occur in connection with the administration of the Game, whether mechanical, human, electronic, typographical,

printing or otherwise, including, without limitation, Sponsor incorrectly entering information into the Game that determines point allocations (e.g., results of drives in Titans football games, answer to Trivia Questions, etc.) or Sponsor entering information into the Game related to the Titans football game (e.g., the result of a drive) that is later overturned due to a coach's challenge flag or otherwise.

Winner Selection/Notification: Potential winners will be determined and contacted on or about two (2) days following the end of each Game Week (or end of the Promotion Period, with respect to the Grand Prizes).

Weekly Prizes

Ten (10) Prizes will be awarded each Game Week to the Players who accumulate the ten highest numbers of valid points for such Game Week, as determined by Sponsor in its sole discretion, with the Player with the highest number of valid points for such Game Week receiving the First Place Prize, the Player with the second highest number of valid points for such Game Week receiving the Second Place Prize, etc. If an Excluded Fan Duel Prize Recipients is determined to be the winner of any prize provided by FanDuel (e.g., a trip to the World Fantasy Football Championship), then such winner will receive the next prize instead and the winner with the next highest number of valid points for such Game Week (e.g., the original Second Place Prize winner) who is not an Excluded Fan Duel Prize Recipient will be deemed the winner of the prize provided by FanDuel (and the remaining weekly prize winners will be adjusted, as needed, by Sponsor in its sole discretion).

Grand Prizes (End of Year)

Three (3) Grand Prizes will be awarded at the end of the Promotion Period to the Players who accumulate the three highest total number of valid points for the entire Promotion Period, as determined by Sponsor in its sole discretion, with the Player with the highest total number of valid points for the Promotion Period receiving the Grand Prize, the Player with the second highest total number of valid points for the Promotion Period receiving the First Runner-Up Grand Prize, and the Player with the third highest total number of valid points for the Promotion Period receiving the Second Runner-Up Grand Prize.

In the event of a tie for any prize, the winner of such prize will be determined by the following tiebreakers in the following order until a winner is determined: (i) # of touchdowns correctly predicted; (ii) # of field goals correctly predicted; (iii) # of punts correctly predicted; (iv) # of turnovers correctly predicted; (v) highest raw point total from a single correct prediction (excluding Power Ups); and (vi) first to the server (i.e., user who achieved the score first by server timestamp). The tabulation of points, administration of tie-breakers, and identification of potential winners will be conducted by Sponsor, whose decision is final and binding with respect to these Terms and Conditions and in all other matters relating to the Game.

Each prize will be awarded to the person named on the applicable registration form, regardless of whether that is the name of the authorized account holder of the email address identified in said registration form (subject to verification of eligibility and compliance with the terms of these Terms and Conditions). Potential winners will be notified by Sponsor by email, telephone or mail as necessary throughout the Promotion Period. Limit one (1) Weekly Prize per Player per Game Week.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize(s). If any potential prize

winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Terms and Conditions, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

Prizes:

Weekly Prizes (per Game Week)

- **One (1) First Place Prize:** (Varies by week)
 - **Week of September 29:** All-inclusive trip for two (2) to FanDuel's World Fantasy Football Championship:
 - Date: December 12-15, 2019
 - Location: Rio Grande, Puerto Rico (<https://www.fanduel.com/wffc>)
 - Trip Package includes:
 - Trip for two (2), flights and four nights of hotel accommodations at Wyndham Rio Mar Resort (the "Resort")
 - Welcome Reception with NFL Veteran and AGT Alum, Jon Dorenbos
 - WFFC Live Final Viewing Party on December 15, 2019
 - Entry for two (2) to the WFFC After Party, with a special concert performance by Ludacris
 - \$300 in resort credits to use on the various activities and excursions at the Resort
 - ARV: \$8,000 (per package)
 - **Week of October 6:** One (1) Titans replica jersey signed by quarterback Marcus Mariota (ARV: \$300 (per jersey))
 - **Week of October 13:** One (1) Titans authentic Riddell Pro-Line helmet signed by quarterback Marcus Mariota (ARV: \$500 (per helmet))
 - **Week of October 20:** One (1) Titans authentic Riddell Pro-Line helmet signed by running back Derrick Henry (ARV: \$300 (per jersey))
 - **Week of October 27:** One (1) 2019 NFL Draft Speed Replica helmet signed by wide receiver AJ Brown (ARV: \$500 (per helmet))
 - **Week of November 3:** One (1) headset of Bose Noise Cancelling Headphones 700 (ARV: \$400 (per headset))
 - **Week of November 10:** One (1) Titans authentic Riddell Pro-Line helmet signed by running back Derrick Henry (ARV: \$500 (per helmet))
 - **Week of November 24:** One (1) Commemorative 4x4' print of Steve McNair & Eddie George painting from their Sept. 15 jersey retirement ceremony (ARV: \$500 (per print))

- **Week of December 1:** One (1) \$500 Gift Card to Titans Locker Room (ARV: \$500 (per gift card))
- **Week of December 8:** One (1) headset of Bose Noise Cancelling Headphones 700 (ARV: \$400 (per headset))
- **Week of December 15:** One (1) Commemorative 4x4' print of Steve McNair & Eddie George painting from their Sept. 15 jersey retirement ceremony (ARV: \$500 (per print))
- **Week of December 22:** One (1) headset of Bose Noise Cancelling Headphones 700 (ARV: \$400 (per headset))
- **Week of December 29:** One (1) Titans Speed Replica helmet signed by wide receiver AJ Brown (ARV: \$500 (per helmet))
- **One (1) Second Place Prize:** (Varies by week)
 - **Each Week of September 29 to Week of December 15:** Two (2) Club Level Seats and Pregame Field passes to a 2020 Titans home game (ARV: \$500)
 - **Each Week of December 22 to Week of December 29:** One (1) Wilson "The Duke" Official NFL football signed by a Titans Player (ARV: \$250 (per football))
- **One (1) Third Place Prize:** One (1) \$250 Gift Card redeemable at the Titans Locker Room store at Nissan Stadium or online at TitansLockerRoom.com, the official pro shop of the Tennessee Titans (ARV: \$250 (per gift card))
- **One (1) Fourth Place Prize:** One (1) Titans mini-helmet signed by a Titans Player (ARV: \$175 (per autographed mini-helmet))
- **One (1) Fifth Place Prize:** One (1) \$100 Gift Card redeemable at the Titans Locker Room store at Nissan Stadium or online at TitansLockerRoom.com, the official pro shop of the Tennessee Titans (ARV: \$250 (per gift card))
- **One (1) Sixth Place Prize:** One (1) Copy of Madden NFL 20 Superstar Edition video game by EA Sports (compatible with XBOX (ARV: \$80 (per copy))
- **One (1) Seventh Place Prize:** (Varies by week)
 - **Each Week of September 29 to Week of December 22:** \$50 in FanDuel Credit, plus one (1) free entry into FanDuel's Sunday Million contest (ARV: \$59)
 - **Week of December 29:** One (1) \$75 Gift Card redeemable at the Titans Locker Room store at Nissan Stadium or online at TitansLockerRoom.com, the official pro shop of the Tennessee Titans (ARV: \$75 (per gift card))
- **One (1) Eighth Place Prize:** One (1) \$50 Gift Card redeemable at the Titans Locker Room store at Nissan Stadium or online at TitansLockerRoom.com, the official pro shop of the Tennessee Titans (ARV: \$50 (per gift card))
- **One (1) Ninth Place Prize:** One (1) \$50 Gift Card redeemable at Tiff's Treats stores or online at cookiedelivery.com (ARV: \$50 (per gift card))
- **One (1) Tenth Place Prize:** One (1) \$25 Gift Card redeemable at Tiff's Treats stores or online at cookiedelivery.com (ARV: \$25 (per gift card))

Grand Prizes (End of Year)

1. **GRAND PRIZE:** All-inclusive trip for two (2) to 2020 NFL Draft in Las Vegas, NV (April 23 - 25, 2020)
 - Trip Package includes:
 - Trip for two (2), flights and three (3) nights of hotel accommodations
 - Two (2) Tickets to attend the 2020 NFL Draft in Las Vegas
 - Transportation from hotel to NFL Draft site
 - Transportation from hotel to NFL Draft Fan Experience
 - Commemorative NFL Draft Souvenir
 - Commemorative NFL Draft Credential & Lanyard

(ARV: \$3,500 (per package))

2. **FIRST RUNNER-UP GRAND PRIZE:** All-inclusive trip for two (2) to 2020 NFL Pro Bowl in Orlando, FL (January 25-27, 2020)

• Trip Package includes:

- Trip for two (2), flights and two (2) nights of hotel accommodations
- Two (2) Pro Bowl Game Tickets
- Transportation from hotel to Camping World Stadium on gameday
- Transportation from hotel to Pro Bowl Fan Experience at the ESPN Wide World of Sports
- Admission to the Official NFL Pregame Tailgate Party, includes food and drink
- Commemorative Pro Bowl Souvenir
- Commemorative Pro Bowl Credential & Lanyard

(ARV: \$2,500 (per package))

3. **SECOND RUNNER-UP GRAND PRIZE:** Four (4) Club Level Tickets and Pregame Field Passes to a 2020 Titans Game

(ARV: \$1,000 (per package))

All costs and expenses associated with the acceptance and use of a prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, and other Terms and Conditions expenses, are winner's sole responsibility. Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Sponsor or the companies providing the prize. Other than the details outlined above, Released Parties have no additional obligations or commitments to any winner or his/her guests in connection with this Game. All prize details (including, but not limited to, any seating locations for live games or events) are at Sponsor's sole discretion.

Terms and Conditions. No transfer, assignment, cash redemption, or substitution of a prize (or portion thereof) is permitted except by Sponsor, who reserves the right to substitute a prize (or applicable portion thereof) with one of comparable or greater value, at its sole discretion and except as otherwise provided herein. Sponsor reserves the right to void and remove any and all predictions and/or Power Ups of a Player who Sponsor believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of this Game and such Player will be disqualified and all associated predictions and/or Power Ups will be void. Potential winners may be required to execute and return a Prize Claim Form within three (3) days of date of issuance of notification. In the event that any selected potential winner declines his/her prize or his/her prize is returned as undeliverable, is not eligible to accept the prize, does not comply with the terms of these Terms and Conditions or is not available for any reason when notified, his/her prize opportunity will be forfeited and Sponsor, at its sole discretion and time permitting, may notify the next runner-up for the prize at issue from among all remaining eligible submissions. By participating, Players agree to be bound by these Terms and Conditions and agree that: 1) Sponsor and its designees may use (unless prohibited by law) Player's name, city and state of residence, prediction, photograph, any oral or written statements, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, 2) Sponsor reserves the right to conduct a background check and entry in the Game constitutes Player's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, Players shall authorize such check. Sponsor reserves the

right (at its sole discretion) to disqualify any Player based on the results of the background check or failure of the Player to properly authorize such check, and 3) the Released Parties shall have no liability and will be held harmless by Player for any claim, action, liability, loss, injury or damage to Player or any other person or entity, including, without limitation, personal injury or death to Player or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of the prize and any activity, travel or travel-related activity thereto or participation in this Game. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Game (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Game or for any other reason and, in the case of termination, at its discretion, select the winners for the prizes at issue from all eligible non-suspect predictions and points tabulated prior to the event that required such termination using the winner determination criteria specified above. CAUTION: Any attempt to deliberately damage the App or undermine the legitimate operation of this Game is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

Dispute Resolution: You agree that any dispute arising out of or relating in any way to your participation in the Contest requires that the claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate Intellectual Property Rights, Company may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Nashville, Tennessee, U.S.A., in accordance with the rules of the American Arbitration Association (“AAA”), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys’ fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms and Conditions, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE YOUR PARTICIPATION IN THE GAME REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS’ DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party consents (a) to the non-exclusive jurisdiction of the courts of the State of Tennessee, or to any federal court located within the State of Tennessee for any action (i) to compel arbitration, (ii) to enforce any award of the arbitrators, or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim, or provisional equitable remedies, and (b) to service of process in any action by registered mail or any other means provided by law. Should this “Dispute Resolution” section be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in the state or federal courts having jurisdiction over Nashville, Tennessee, U.S.A.

Entry Information and Game Communications. As a condition of entering the Game, Players gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Game and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Game or on a Game winners' list.

Use of Entrant Information for Marketing Purposes: By submitting information to participate in the Game, you agree to the privacy policy and terms of use of the App. During registration for the Game, you will have the option to receive marketing messages from FanDuel.

Winners' List: For the names of the winners (available after 2/2/20), send a self-addressed, stamped envelope to be received within sixty (60) days of the expiration of the Promotion Period to: "Titans Pick 'Em" Winners, c/o Tennessee Titans, P.O. Box 1516. Houston, TX 77251-1516.

Terms and Conditions. The invalidity or unenforceability of any provision of these Terms and Conditions or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Terms and Conditions or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Players 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.