

PROMOTIONAL PROGRAM TERMS AND CONDITIONS REFER-A-FRIEND PROGRAM- BET & GET BONUS BETS (ID: ALL_1406)

1. <u>Description of Promotion</u>

The Fanatics Sportsbook Refer-A-Friend Program ("Program") is offered by FBG Enterprises Opco, LLC ("Fanatics Sportsbook" or "FBG"). With the Program, Referrers (defined below) and Referees (defined below) will each receive Bonus Bets ("Rewards") once the Referees sign up for a Fanatics Sportsbook account ("Account") using the unique referral link received from the Referrer ("Referral Link") and places and settles cash wagers during the Promotional Period (defined below). See below for more details.

2. <u>Promotion Period</u>

This "Promotion" begins at 12:00 a.m. ET on July 17, 2024, and ends at 11:59 p.m. ET on December 12, 2024 (the "Promotional Period").

3. <u>Eligibility</u>

This Program is available to: (i) existing Fanatics Sportsbook customers who have an open and active Account in good standing and share their custom Referral Link with Referees (each, a "Referrer"); and (ii) new Fanatics Sportsbook customers (i.e., you do not yet have a Fanatics Sportsbook Account in any state) who establish an active and verified Account in AZ, CO, CT, IA, IL, IN, KS, KY, MD, MI, NC, NJ, NY, OH, PA, TN, VA, VT, WV, or WY during the Promotional Period using the Referral Link (each, a "Referee"). Referees and Referrers must be 21 years of age or older, and Referees must be physically present in one of the foregoing states during the Promotional Period to participate in this Program. If you do not complete the registration process, or if you do not use the Referral Link when establishing your Account or otherwise satisfy the requirements set forth herein, you are ineligible to participate in this Program. Promotion eligibility is subject to any Account wagering restrictions/limits.

Individuals on any involuntary state gambling exclusion list, state gambling self-exclusion list, and/or self-exclusion list for any Fanatics Sportsbook entity or subsidiary are ineligible to participate in this Program. You are only eligible for one registration bonus. If you have previously registered for an Account in any state, placed a wager on Fanatics Sportsbook in any state, or participated in this or any other registration promotion, you are ineligible to participate in this Program as a Referee.

4. <u>Action Required</u>

To participate in this Program as a Referrer: (i) you must share your unique Referral Link found on the Promo page of your Account to invite Referees; (ii) you must not be an employee, officer, or director of Fanatics Sportsbook, its parent and affiliates, as well as its advertising and promotion agencies and vendors, and each of such employees', officers' and directors' immediate family members and/or those living in the same household (whether legally related or not); and (iii) you must not create duplicate/multiple accounts or send multiple invitations to the same Referee using different email addresses or other contact information for such Referees.

To participate in this Program as a Referee, you must place and settle a qualifying wager(s) during the Promotional Period. "Qualifying Wagers": (A) must be placed with cash and meet the cumulative wager requirement presented to you in the offer; (B) can be placed on any Eligible Game/Market/Event defined in Section 6; (C) all wagers must settle during the Promotional Period; and (D) cannot constitute an Excluded Wager as defined in Section 7. If you do not satisfy the Qualifying Wager requirement during the Promotional Period, neither party is eligible for the Rewards.

5. <u>Claiming Rewards</u> Bonus Bet (Rewards) Terms:

- Bonus Bets will be credited to your Account within 72 hours after you complete the steps outlined in Section 4 of these Promotional Terms and Conditions. All Qualifying Wagers must settle to be eligible for the Bonus Bets.
- Bonus Bets will be issued in the amount set forth in the offer presented to you but can be redeemed in any amount you choose (e.g., You can use a \$100 Bonus Bet as 1x\$100 Bonus Bet, 10x\$10 Bonus Bets, 20x\$5 Bonus Bets, etc). Minimum Bonus Bet amount is \$.10.
- Bonus Bets cannot be combined (e.g., if you have two \$25 Bonus Bets, you cannot combine them into one \$50 Bonus Bet).
- You can only redeem 1 Bonus Bet per wager.
- BONUS BET AMOUNT IS NOT INCLUDED IN ANY WINNINGS. If a bet placed using Bonus Bet wins, you will only
 receive the winnings portion of such wager (but not the initial stake) as withdrawable cash in your Account (e.g., if
 you place a \$20 Bonus Bet that wins \$15, you will only receive the \$15 in winnings).
- Bonus Bets expire 7 days from the date of issuance. <u>Any unused Bonus Bets after 7 days (specifically, by 11:59 PM</u> <u>ET on the 7 day) will automatically be removed from your Account and will be deemed forfeited.</u>
- Bonus Bets are non-withdrawable and are not redeemable for cash or cash equivalent.
- Bonus Bets are not transferable and cannot be substituted, except in Fanatics Sportsbook's sole discretion.
- Bets placed using Bonus Bets cannot be cashed out using the Cash Out feature.
- Bets placed using Bonus Bets do not accrue FanCash.

6. <u>Eligible Games/Markets/Events</u>

Qualifying Wagers can be placed on any sports betting market offered by Fanatics Sportsbook during the Promotional Period.

7. <u>Wagering Requirements/Exclusions</u>

"Excluded Wagers" include: (i) bets placed with Bonus Bets; (ii) cashed out bets; (iii) voided bets; (iv) bets placed using Odds Boosts (or any other boosters); and (v) any cash wager(s) settled after the expiration of the Promotional Period.

8. <u>Sportsbook Registration Procedures</u>

To create an Account: (i) your identity must be verified; and (ii) you must agree to Fanatics Sportsbook's Terms of Service, House Rules, and these Promotional Terms and Conditions, as well as acknowledge our Privacy Policy. You can create an Account for free on Fanatics Sportsbook's App.

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

LIMIT A MAXIMUM OF 5 REFERRALS PER REFERRER DURING THE PROMOTIONAL PERIOD. Referees may only be referred once and therefore can only receive one (1) Reward. Fanatics Sportsbook expressly reserves the right to amend, suspend, or terminate this Program, including the administration thereof, at any time and in any state(s) without prior notice or consent. In addition, Fanatics Sportsbook, in its sole discretion, may disqualify you from participating in this Program for any reason. Anyone deemed to be abusing this or any other program or promotion in Fanatics Sportsbook's sole discretion may be prohibited from participating in this or any future promotions or programs and/or may be subject to Account closure. This Program is void in any jurisdiction where prohibited by law.

10. Order of Funds Used for Wagering

The default when placing a bet is with cash. To place a bet using a Reward (Bonus Bet), you must manually select "Bonus Bet" in the bet slip window; otherwise, the bet will be placed with deposited funds (cash).

11. <u>Restrictions on Withdrawal</u>

Bonus Bets, FanCash, or other promotional credits may not be withdrawn or redeemed for cash at any time, but any winnings from bets placed with Bonus Bets can be withdrawn once the winnings have been added to your Account cash balance. There are otherwise no restrictions on withdrawal for this Promotion.

12. <u>Use of Referral Links</u>

Referral Links can only be used for personal and non-commercial purposes. This means that a Referrer can only share his/her Referral Link or code with people they know. You as a Referrer agree that you will not:

• Duplicate, sell, or transfer your Referral Link or code in any manner or make it available to the general public (such as by printing it on business cards; posting it on a coupon website, job website or using it as part of a job

application, including but not limited to the following website and applications Amazon, eBay, Fiverr, Craigslist, RetailMeNot, Reddit, Wikipedia, Gumtree, Moneysavingexpert, Groupon or using paid social media or paid search);

- Try to get Referees by spamming, bulk emailing, or sending large numbers of unsolicited emails. The only people you should refer are people you know personally;
- Use, display, or manipulate FBG intellectual property (such as FBG's logos, trademarks, and copyright-protected works) in any way, except as to identify yourself as an FBG user, FBG Referrer, or Referee for FBG;
- Create or register any (i) businesses, (ii) URLs, (iii) domain names, (iv) software application names or titles, or (v) social media handles or profiles that include the word "Fanatics" or any of FBG's or its affiliates' other trademarks or any words that are confusingly similar to FBG's trademarks;
- Use FBG's trademarks as your social media profile picture or wallpaper or use any of FBG's copyright-protected works (such as graphics, photos, images, drawings, and screenshots from FBG's website or app) without FBG's express written permission;
- Purchase keywords (including, but not limited to Google AdWords) that contain any of FBG's trademarks;
- Use automated systems or bots through any channel to distribute, post, or otherwise share your referral link or code;
- Use scripts or programmed or automatic dialers to send invites or otherwise share your referral link or code;
- Share your Referral Link with individuals you know are under 21 or you suspect have a gambling problem; and
- Make misleading claims about FBG, use offensive/abusive content, create fake websites/webpages/social media profiles/apps, misrepresent your connection to FBG, or otherwise make any false or misleading statements to get a referee/invitee to use your link or code; or Use your referral link or code in any manner that violates the law or the rights of anyone else.
- When you share your Referral Link, you should explain that you are a Fanatics Sportsbook referrer.

13. <u>Cancellation</u>

To cancel your participation in this Program, please contact customer support on the App. Upon cancellation, you may withdraw any funds you have deposited into your Account without restriction. However, Rewards may not be withdrawn.

14. <u>Responsible Gaming</u>

Fanatics Sportsbook aims to consistently care for our customers and promote responsible gambling practices.

- Arizona Customers: Gambling Problem? Call 1-800-NEXT-STEP
- Colorado/Illinois/Kansas/Kentucky/Michigan/New Jersey/Ohio/Pennsylvania/Tennessee/Vermont/Wyoming Customers: Gambling Problem? Call or Text 1-800-GAMBLER.
- Connecticut Customers: Help is available for problem gambling. Call (888) 789-7777 or visit ccpg.org
- Indiana Customers: If you or someone you know has a gambling problem and wants help, call 1-800-9-WITH-IT
- Iowa Customers: Gambling Problem? Call 1-800-BETS-OFF
- Maryland Customers: Please play responsibly, for help visit mdgamblinghelp.org or call 1-800-GAMBLER.
- North Carolina Customers: Gambling Problem? Call 877-718-5543 or visit morethanagame.nc.gov
- New York Customers: Gambling Problem? Call (877-8-HOPENY) or text HOPENY (467369)
- Virginia Customers: If you or someone you know has a gambling problem and wants help, call 1-888-532-3500.
- West Virginia Customers: Gambling Problem? Call 1-800-GAMBLER or visit www.1800gambler.net

15. <u>Other</u>

- Participation in this Program is subject to Fanatics Sportsbook's Terms of Service, House Rules, and these Promotional Terms and Conditions, as may be modified by Fanatics Sportsbook, and all other applicable laws, rules and regulations. By creating an Account and participating in this Promotion, you also acknowledge that you have read and agreed to Fanatics Sportsbook's Privacy Policy.
- In the event of any inconsistency between these Promotional Program Terms and Conditions and the relevant corresponding provision(s) of Fanatics Sportsbook's Terms of Service, these Promotional Terms and Conditions will prevail.
- This Program is not available in Massachusetts.
- References to "you" or "your" throughout these Promotional Program Terms and Conditions are to the participants in this Promotion.
- Rewards recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Rewards, regardless of whether the Rewards are used in whole or in part, and the Rewards' value may be reported for tax purposes as required by law.

• Any questions relating to eligibility, these Promotional Program Terms and Conditions, or any other questions concerning this Promotion will be resolved at the sole discretion of Fanatics Sportsbook, and its decisions will be final and binding with respect thereto.