

Fanatics Sportsbook Jersey Drop Promotion (ID:ALL_1432)

Official Rules

NO PURCHASE NECESSARY TO PARTICIPATE OR RECEIVE A PRIZE.

Purchasing or Betting Will Not Increase Your Chances of Receiving a Prize.

1. Description of Promotion

The Fanatics Sportsbook Jersey Drop Promotion (ID:ALL_1432) (hereafter, "Promotion") is provided by FBG Enterprises Opco, LLC ("Sponsor" or "FBG"). For each Claim Window (as defined below) of the Promotion Period, Sponsor will randomly select potential winners from among all eligible customers composed of Sponsor's full active customer base who enter the Promotion fulfilling the instructions outlined below. Sponsor will provide access to 20,000 prizes, each consisting of FanCash valued at \$150 which may be used to purchase a jersey of winner's choice or otherwise use in accordance with applicable FanCash terms and conditions. Approximate Retail Value ("ARV") of each prize is \$150. The total ARV of prizes being made available in the Promotion is \$3,000,000. Sponsor is conducting a separate offer of awarding 15,000 jerseys to select customers to bring the total jersey drop value to \$5,000,000. Additional terms and conditions apply to the registration of your Account (as defined below). Void outside AZ, CO, CT, IA, IL, IN, KS, KY, LA, MA, MD, MI, NC, NJ, NY, OH, PA, TN, VA, VT, WV, or WY and where prohibited by law. All applicable federal, state, and local laws apply.

2. Promotion Period

The Promotion Period begins at 7:00am ET on August 20, 2024 and ends at 2:59am ET on September 9, 2024 (the "Promotion Period"). The daily window to claim a prize is 7:00am ET to 2:59am ET each day of the Promotion Period (each period of time, a "Claim Window").

3. Eligibility

- a. You must be eligible for and/or have an active account on the Fanatics Sportsbook mobile application (an "Account") during the Promotion Period. You can create an Account on Fanatics Sportsbook's mobile application for free. Note your identity must be verified to set up an Account and your Account must be in good standing.
- b. To be eligible for this Promotion, during the Promotion Period you must:
 - i. be physically present in AZ, CO, CT, IA, IL, IN, KS, KY, LA, MA, MD, MI, NC, NJ, NY, OH, PA, TN, VA, VT, WV, or WY when you take the action(s) described in Section 4; and
 - ii. be at least 21 years of age.
- c. The following people are not eligible to participate in this Promotion or receive a prize:
 - i. Individuals on any involuntary state gambling exclusion list, state gambling self-exclusion list, and/or self-exclusion list for any Sponsor subsidiary.
 - ii. Employees, officers, directors, agents and representatives of Sponsor; and each of their affiliates, owners, subsidiaries, shareholders, officers, directors, partners, agents, representatives and employees, both individually and collectively; and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related.
 - iii. Individuals who are employed by any local, state or federal government office or agency, elected officials and individuals listed on the OFAC Specially Designated Nationals and Blocked Persons (SDN) List.
 - iv. The 15,000 customers who receive notification of a Jersey Drop prize as part of the separate offer Sponsor is hosting on August 20, 2024. Offer eligibility is set

by Sponsor based on customer status and activity. Customers who participate in the offer must claim their award in the Fanatics Sportsbook mobile application by September 9, 2024.

- d. Promotion eligibility is subject to any Account wagering restrictions/limits. Sponsor has the right to review Accounts for eligibility and good standing. Eligibility decisions will be determined by Sponsor in Sponsor's sole discretion.
- e. One (1) prize per person throughout the Promotion Period.

4. Action Required

During the Promotion Period. There are two (2) ways to enter the Promotion (each, an "Entry"):

a. **Log-In:**

- i. Within the Fanatics Sportsbook mobile application (the "App"), the Sponsor will drop prize announcements in customer Accounts throughout each Claim Window. Log-in and view the Promotions/Home page daily throughout the Promotion Period to check to see if you've been selected. You need not take any action to be selected for a prize, but must take the actions described at Section 5 below within the applicable Claim Window to claim the prize.

b. **Web Form:**

- i. To enter without having an Account, you may receive one (1) Entry into the Promotion by completing the web form available at <https://www.joinfanatics.com/jerseydrop> by providing your name, email address, date of birth, and mailing address.
- ii. Limit of one (1) web form Entry per person. Only one (1) participant may make an Entry per web form. Web form requests must be received within the Promotion Period to be included in the random drawing on the subsequent date of the Promotion Period. If an entrant has an Account, please use the email address associated with the Account. No mechanical reproductions or mass generated emails will be accepted. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, or incomplete, email-in requests, which will be disqualified. All Web form entries must be received by 2:59 am ET on September 8, 2024.

- c. **Limit:** Cumulative limit of one (1) Entry per person throughout the Promotion Period, regardless of method of entry.

5. Prizing and Prize Claim Instructions

- a. **PRIZE & ODDS:** Sponsor will drop 20,000 prize notifications to all eligible customers for a total ARV of \$3,000,000. Each prize consists of FanCash valued at \$150 to purchase a jersey of winner's choice on Fanatics.com or to otherwise spend in accordance with applicable FanCash terms. The total ARV of each prize is \$150. FanCash will be subject to FanCash terms and conditions.

Odds of winning a prize in the random drawing depends on the number of eligible Accounts/Entries during the Promotion Period. One prize per person throughout the Promotion Period. All prizes are subject to availability. All federal, state and local taxes and any other costs associated with the prize are the responsibility of the winners.

- b. **HOW TO CLAIM A PRIZE:** Each day of the Promotion Period, Sponsor will randomly select from all eligible Accounts and Web form Entries to drop/award prizes. Potential prize winners must log-in to their account, or if they entered through the Web form, respond to the award email during the applicable Claim Window to claim their prize.

Prizes must be claimed during the Promotion Period. In the event that the prize is not claimed during the applicable time period the prize will be forfeited.

- c. **WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Promotion. Potential winners will need to check their accounts, or if they entered via the Web form, they will need to check their email to see if they have been selected and must click the opt-in button during the Claim Window to claim the applicable prize. Upon opting in to claim the prize, the prize will appear in the Account holder's account on the Promotions page and/or Home page if they entered via the Web form.

6. App Procedures

- a. To access the Promotion through the App, you must have an Account and check your "Promotions" tab.
- b. Participation in this Promotion is subject to these Official Rules, the Sponsor's Terms of Service, Privacy Policy and the House Rules as may be modified by Sponsor, and all applicable laws, rules and regulations. You also acknowledge that you have read the Sponsor's Privacy Policy.
- c. In the event of any inconsistency between these Official Rules and the relevant corresponding provision of Sponsor's Terms of Service, these Official Rules will prevail.

7. Limitations on Participation

- a. Prize claims or Promotion participation generated by script, macro or other automated means and participation by any means which subvert the standard Promotion process are void. You may only use one (1) Account/email address to participate in the Promotion or bet with Sponsor. Entries received from any person or e-mail address in excess of the limitation stated above will be void. Entries found to be in violation of Sponsor's Terms of Service, House Rules, or otherwise in violation of Account rules or these Official Rules, will be void. All Entries become the sole property of the Sponsor and will not be acknowledged or returned.
- b. By participating, each participant agrees:
 - i. to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Promotion;
 - ii. to release, discharge and hold harmless employees, officers, directors, agents and representatives of Sponsor; and each of their affiliates, owners, subsidiaries, shareholders, officers, directors, partners, agents, representatives and employees, both individually and collectively; and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Promotion or any Promotion-related activity or the acceptance, possession, use or misuse of any prize; and
 - iii. to the use of his/her name, voice, performance, photograph, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use.

8. Wagering Requirements/Exclusions

- a. There are no wagering requirements for this Promotion.

9. Order of Funds Used for Wagering

The default when placing a bet is with cash. However, there are no wagering requirements for this Promotion.

10. Eligible Games/Markets/Events

There are no wagering requirements for this Promotion.

11. Restrictions on Withdrawal

Unless otherwise stated in these Official Rules, for this Promotion, there are no withdrawal restrictions.

12. Cancellation

To cancel your participation in this or any promotion, please contact customer support within the App. Upon cancellation, you may withdraw any funds you have deposited into your Account without restriction. However, your Reward may not be redeemed.

13. Responsible Gaming

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

- a. Arizona Customers: Gambling Problem? Call 1-800-NEXT-STEP
- b. Colorado/Kansas/Kentucky/Louisiana/Michigan/New Jersey/Ohio/Pennsylvania/Tennessee/Vermont/Wyoming Customers: Gambling Problem? Call or Text 1-800-GAMBLER.
- c. Connecticut Customers: Help is available for problem gambling. Call (888) 789-7777 or visit ccpg.org
- d. Illinois Customers: If you or someone you know has a gambling problem, crisis counseling and referral services can be accessed by calling 1-800-GAMBLER (1-800-426-2537).
- e. Indiana Customers: If you or someone you know has a gambling problem and wants help, call 1-800-9-WITH-IT
- f. Iowa Customers: Gambling Problem? Call 1-800-BETS-OFF
- g. Maryland Customers: Please play responsibly, for help visit mdgamblinghelp.org or call 1-800-GAMBLER.
- h. Massachusetts Customers: Hope is here: (800)-327-5050 or gamblinghelpline.org. Must be 21+. Play it Smart from the Start. <http://GameSenseMA.com>
- i. North Carolina Customers: Gambling Problem? Call 877-718-5543 or visit morethanagame.nc.gov
- j. New York Customers: Gambling Problem? Call (877-8-HOPENY) or text HOPENY (467369)
- k. For Ohio Customers: Gambling Problem? Call 1-800-GAMBLER
- l. Virginia Customers: If you or someone you know has a gambling problem and wants help, call 1-888-532-3500.
- m. West Virginia Customers: Gambling Problem? Call 1-800-GAMBLER or visit www.1800gambler.net

14. No Third-Party Sponsor

- a. This Sweepstakes is in no way sponsored, endorsed, or administered by, or in association with any person or other entity, including any third party such as X, other than FBG.
- b. Neither Apple, Inc. nor Google, Inc. are sponsors of this Sweepstakes and neither is affiliated with this Sweepstakes in any way.

15. Publicity

- a. Acceptance of prize constitutes permission for FBG to use the Winner's Entry, photo, image, name, likeness, voice, biographical information, video image and audio and/or other indicia of persona for FBG's advertising, promotional or other commercial purposes in all media now or hereafter know, worldwide and in perpetuity without additional compensation and additionally consents to FBG's use of their name on a winner's list. .
- b. By participating in the Sweepstakes, Winner agrees to refrain from any behavior or communication that would harm the image or reputation of FBG.
- c. WINNER FURTHER ACKNOWLEDGES AND AGREES THAT WINNER'S PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING WINNER'S NAME ON A WINNER'S LIST.

16. Other

- a. If you have a question about participating in this Promotion, including qualifying for the offer, please contact Fanatics Sportsbook at the customer service link section of its mobile application.
- b. When participating in the Promotion, we collect personally identifying information about you, including your name and email address. The information that you provide will be added to a centralized Sponsor database. By participating and providing the required submission information, you acknowledge that Sponsor may email you information, promotional discounts or special offers it believes may be of interest to you. Your information will not be sold or rented to third parties. If you would like your information removed from this database you can do so at any time by following the opt-out instructions at the bottom of any email correspondence received from Sponsor. For more information about how Sponsor uses the information you provide, see Sponsor's privacy policy available at [Privacy Policy](#).
- c. Prize fulfillment may require sharing your personal information with our affiliate, Fanatics, LLC. Such information will be handled by Fanatics Commerce in accordance with its [Privacy Policy](#).
- d. By participating, participant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Promotion without the prior consent of the Sponsor, which it may withhold in its sole discretion.
- e. Sponsor expressly reserves the right to amend, suspend or terminate this Promotion, including the administration thereof, at any time without prior notice or consent. In addition, Sponsor, in its sole discretion, may disqualify you from participating in this Promotion for any reason and this Promotion is void in any jurisdiction where prohibited by law.
- f. Prize Conditions:
 - i. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the prize recipients.
 - ii. Prizes will be provided "as is" with no warranty or guarantee, either express or implied by Sponsor.
 - iii. Prize recipients may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor's sole discretion.
 - iv. Prize recipients and their companions must abide by the rules and regulations set forth by the venue. Failure to abide by such rules may result in ejection or the inability to enjoy the prize. Sponsor is not responsible if a winner and/or guest is

not able to enjoy the prize due to ejection from the venue in which it is hosted or winner and/or guest's failure to abide by such rules and regulations.

- v. You can use your FanCash to purchase any eligible item on Fanatics.com. Auctions, product drops, daily deals/reduced items, and gift cards are not eligible. Offer cannot be combined with other offers on Fanatics.com [i.e., daily deals]

- g. The tabulation of Entries, and identification of prize recipients will be conducted by Sponsor whose decisions are final and binding on these and all other matters relating to the operation of the Promotion. In the event a meaningful number of bets during the Promotion Period do not settle or are no longer available due to a sporting event being canceled, suspended (and not resumed) or preempted (and not resumed) for any reason, Sponsor reserves the right for the Entries corresponding to such bets to be void. In order to participate, participants must agree to these Official Rules.
- h. In the event of a dispute as to the identity of a participant based on the email address submitted at the time of registration, registration will be deemed from the person named on the applicable App registration (regardless of whether that is the name of the authorized Account holder of the email address from which said registration form was submitted), provided such individual is eligible according to these Official Rules.
- i. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled submissions, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Submissions or questions, the announcement of the prizes, or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated submissions will be void. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised for any reason, including virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion (or portion thereof) and, if terminated, at its discretion, select the potential winners from among all non-suspect, eligible Entries received prior to action taken.
- j. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE, APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- k. **Arbitration and Choice of Law:**

- i. Except where prohibited by law, as a condition of participating in this Promotion, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration prize may be entered in any court having jurisdiction.
 - ii. Under no circumstances will participant be permitted to obtain prizes for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and participant further waives all rights to have damages multiplied or increased.
 - iii. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of New York, USA.
- l. **WINNERS LIST/COPY OF RULES:** For a copy of any legally required Winners list or of these Official Rules, mail your request (noting that it relates to the “**Fanatics Sportsbook Jersey Drop Promotion**”) along with a stamped, self-addressed envelope (unless prohibited by local law) to FBG at the address below. FBG must receive such a request within three (3) months of the end of the Promotion Period.
- m. **SPONSOR:** FBG Enterprises Opco, LLC, 95 Morton Street, 7th Floor, New York, NY, 10014.