

OFFICIAL RULES
FANATICS SPORTSBOOK- SUBPAR GOLF SWEEPSTAKES (ID: ALL_1878)

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 SubPar Golf Sweepstakes (hereafter, "Promotion") is provided by FBG Enterprises Opco, LLC (hereafter, "Sponsor" or "FBG") and 8AM Golf Holdings, LLC ("Co-Sponsor"). Fanatics Sportsbook customers who take the steps described in Section 4 will receive an Entry (defined below) to win a Jack Nicklaus autographed pin flag. This Promotion is in no way sponsored, endorsed by or affiliated with Augusta National Incorporated. There is one (1) prize available for this Promotion. See below for details. Void outside of AZ, CO, CT, DC, IA, IL, IN, KS, KY, LA, MA, MD, MI, NC, NJ, NY, OH, PA, TN, VA, VT, WV, WY and where restricted or prohibited by law. All applicable federal, state, and local laws apply.

2. Promotion Period

The Promotion begins at 12:00 a.m. Eastern Time ("ET") on March 27, 2025 and ends at 11:59 p.m. ET on April 13, 2025 (the "Promotion Period").

3. Eligibility

- a. You must be eligible for and have or establish an 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.
- b. To be eligible for this Promotion, during the Promotion Period, you must:
 - i. be physically present in AZ, CO, CT, DC, IA, IL, IN, KS, KY, LA, MA, MD, MI, NC, NJ, NY, OH, PA, TN, VA, VT, WV or WY when you take the actions described in Section 4; and
 - ii. be 21 years of age or older and a legal U.S. resident.
- c. The following people are ineligible 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, Co-Sponsor (8AM Golf Holdings, LLC, along with its affiliated companies ("8AM Companies"), and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, partners, agents, representatives and employees, both individually and collectively; as well as each of their respective parent companies, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, assignees, 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 (all of the foregoing, including the 8AM Companies, collectively, the "Released Parties").
 - 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. Promotion eligibility is subject to any Account wagering restrictions/limits.

4. Action Required

During the Promotion Period, there are two (2) ways to enter to receive a Prize:

a. PLACING A QUALIFYING WAGER:

- i. To receive one (1) Entry, opt in by toggling on the button for this Promotion in your bet slip and place a qualifying wager. A Qualifying Wager: (i) is a single cash wager of \$20+ placed

on any available golf market during the Promotion Period; (ii) can only be placed on the Eligible Games/Markets/Events defined in Section 7; (iii) must have minimum odds of -200; (iv) must be placed and settled during the Promotion Period; and (v) cannot constitute an Excluded Wager as defined in Section 7. If your Qualifying Wager is a parlay, all legs must be on golf.

- ii. To receive two (2) Entries, place a Qualifying Wager on a Weekly SubPar Pick featured on the Fanatics Sportsbook Mobile App.
- iii. The results of a Qualifying Wager (i.e., win or lose) will not increase or decrease your chances of winning a prize.

b. FREE METHOD OF ENTRY:

- i. To receive one (1) Entry without placing a Qualifying Wager, you may visit <https://www.joinfanatics.com/subpar-signed-flag-sweepstakes/> and complete and submit the online entry form with your full name, full mailing address (no PO Boxes), date of birth, and email address (if you have an Account, please use the email address associated with your Account). Entrants may only use one email address for all entries submitted in connection with this Promotion.

c. LIMIT TEN (10) ENTRIES PER PERSON, REGARDLESS OF METHOD(S) OF ENTRY.

5. Claiming Promotional Offer

- a. **RANDOM DRAWING & ODDS:** Sponsor will randomly select one (1) potential winner from all eligible Entries received during the Promotion Period on or about April 14, 2025. Odds of winning a Prize depend on the number of eligible Entries received during the Promotion Period.

b. PRIZE & PRIZE CONDITIONS:

- i. There is one (1) Prize available for this Promotion, consisting of a Jack Nicklaus Autographed pin flag from a MASTERS(R) golf tournament. The approximate retail value ("ARV") of the Prize is \$800.
- ii. All federal, state, and local taxes, and any other costs associated with receipt, use, and enjoyment of the Prize not specified herein as being provided, are the sole responsibility of the winner.
- iii. The Prize will be provided "as is" with no warranty or guarantee, either express or implied by Sponsor.
The Prize recipient may not substitute, assign or transfer Prize or redeem Prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute the Prize with one of comparable or greater value. All Prize details are at Sponsor's sole discretion.

- c. **WINNER NOTIFICATION:** Sponsor's decisions are final and binding on all matters relating to this Promotion. Following the random drawing, the potential winner will be notified via email that they have been selected ("Prize Notification"). The potential winner may be required to submit a W-9, affidavit of eligibility, liability release, and (where lawful) a publicity release to receive the Prize. If the requested forms are not returned within such seventy two (72) hour period (if needed), the Prize Notification is returned as undeliverable, Sponsor is unable to contact a potential winner, or a potential winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's discretion, an alternate potential winner may be selected. The Prize will be mailed to the winner's address within seven (7) business days following the random drawing.

6. Limitations on Participation

- a. Entries generated by script, macro or other automated means, and Entries by any means which subvert the entry process are void. You may only use one email address to enter the Promotion.

Entries received from any person or e-mail address in excess of the limitation stated above will be void. All Entries become the sole property of the Sponsor and will not be 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;
 - i. to release, discharge and hold harmless the Released Parties from any and all claims, actions, injuries, liability, losses, and damages of any kind to persons, including without limitation, personal injury or death of any winner or third party, or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, 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
 - ii. 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 Co-Sponsor and their respective 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.
- c. 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 <https://sportsbook.fanatics.com/legal/tn/privacy-policy>.
- d. 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 posted [Privacy Policy](#).
- e. By participating, each 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.
- f. 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.

7. Wagering Requirements/Exclusions

- a. "Excluded Wagers" include: (i) bets placed with Bonus Bets, odds boosts, or Profit Boosts; (ii) cashed-out bets; (iii) voided bets; (iv) bets placed and/or settled prior to, or after expiration of, the Promotion Period; and (v) bets that do not meet the requirements set forth in Section 4.
- b. Sponsor may void your Entry if your Qualifying Wager is settled using the cash-out feature.

8. Order of Funds Used for Wagering

The default when placing a bet is with cash. For this Promotion, only cash wagers count as Qualifying Wagers. Wagers placed with Bonus Bets do not qualify.

9. Restrictions on Withdrawal

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

10. Cancellation

To cancel your participation in this or any promotion, please contact customer support within the App.

11. Responsible Gaming

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

- Arizona Customers: Gambling Problem? Call 1-800-NEXT-STEP
- Colorado, District of Columbia, Illinois, Kansas, Kentucky, Louisiana, 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.
- Massachusetts Customers: Hope is here: (800)-327-5050 or gamblinghelpline.org. Must be 21+. Play it Smart from the Start. <http://GameSenseMA.com>
- New York Customers: Gambling Problem? Call (877-8-HOPENY) or text HOPENY (467369)
- North Carolina Customers: Gambling Problem? Call 877-718-5543 or visit morethanagame.nc.gov
- 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

12. SPONSOR

- a. This Promotion is sponsored by FBG Enterprises Opco, LLC and 8AM Golf Holdings, LLC.
- b. This Promotion is in no way sponsored, endorsed by or affiliated with Augusta National Incorporated ("ANI"). The Masters(R) trademark is only used for purposes of describing the prize and is not intended to suggest any form of sponsorship, endorsement or affiliation with ANI or the tournament.
- c. Neither Apple, Inc. nor Google, Inc. are sponsors of this Sweepstakes and neither is affiliated with this Sweepstakes in any way.

13. Other

- a. 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.
- b. 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.
- c. If you have a question about participating in this Promotion, including any in-app offers or bet placement questions, please contact Fanatics Sportsbook at the customer service link section of the mobile application.
- d. 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 order to participate, participants must agree to these Official Rules.
- e. In the event of a dispute as to the identity of a participant, registration will be deemed from the person named on the applicable Entry form (regardless of whether that is the name of the authorized Account holder of the email address submitted with the Entry), provided such individual is eligible according to these Official Rules.
- f. Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries, 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.

- g. **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.**
- h. **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.
- i. **WINNERS LIST/COPY OF RULES:** For the winner's list or a copy of these Promotional Terms and Conditions, mail your request, including the name of this Promotion, along with a stamped, self-addressed envelope (unless prohibited by local law) to Sponsor at the address below. Sponsor must receive such a request within three (3) months of the end of the Promotional Period.
- j. **SPONSOR:** FBG Enterprises Opco, LLC, 95 Morton Street, 7th Floor, New York, NY 10014;
CO-SPONSOR: 8AM Golf Holdings, LLC, 6 East 43rd Street, New York, New York 10017.

