**Effective: May 26, 2026**

# FANATICS ONE PRIORITY ACCESS RULES

Welcome to Priority Access (the "Priority Access") for earning tier points for Fanatics ONE. Priority Access is offered by Fanatics Loyalty LLC ("**Fanatics Loyalty,**" "**we**," "**us**," and "**our**") to select eligible Fanatics Sportsbook & Casino ("**Fanatics Sportsbook**") customers in accordance with the terms and conditions set forth below ("Priority Access Rules"). These Priority Access Rules detail the terms that apply to Your ("You" or "participant") participation in Priority Access (You and Fanatics Loyalty are each a "party" and are collectively, the "parties"). Your participation is also subject to (a) the Fanatics ONE Program Terms http://fanatics-one.com/terms (the "**Program Terms**"), which include the terms and conditions of participation in the Fanatics ONE Program ("**Fanatics ONE**"), and (b) the Fanatics Sportsbook Terms of Service (the "**Sportsbook Terms**"), which include the terms and conditions of the Fanatics Sportsbook & Casino gaming and sports wagering services. The Program Terms, Priority Access Rules, and Sportsbook Terms are, collectively, the "**Applicable Terms**."

BY PARTICIPATING IN THE PRIORITY ACCESS, YOU AGREE TO BE BOUND BY THESE PRIORITY ACCESS RULES.

NOTICE REGARDING DISPUTE RESOLUTION: THESE TERMS CONTAIN TERMS THAT GOVERN HOW CLAIMS BETWEEN YOU AND US RELATING TO YOUR PARTICIPATION IN THE PRIORITY ACCESS WILL BE RESOLVED. FOR EXAMPLE, SECTION 7 CONTAINS AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTION, WHICH STATES THAT WE MUST ARBITRATE INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY, AND THAT ALL SUCH ARBITRATION CLAIMS MUST BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE OR MEMBER OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

Fanatics Loyalty reserves the right to change, modify, or cancel any aspect of Priority Access or these Priority Access Rules, at any time, with or without notice, and in its sole discretion. You agree to any updates to the Priority Access Rules by continuing to participate in Priority Access.

## 1. Eligibility

To participate in Priority Access, You must (i) have a Fanatics ONE account; (ii) have an account(s) in good standing with Fanatics Sportsbook and any other Fanatics entities; (iii) not be on any involuntary state gambling exclusion list, state gambling self-exclusion list, and/or self-exclusion list for any Fanatics Sportsbook entity or subsidiary; and (iv) have received an invitation to participate. Invitations are issued at our sole discretion.

Priority Access participation and accounts are non-transferable. Eligibility for, and participation in, Priority Access does not guarantee access to a personal host or any Fanatics ONE tier status.

## 2. Priority Access Details

Priority Access consists of a tier point threshold requirement and a series of exclusive promotions ("Promotions") offered over an evaluation period ("Evaluation Period") to potentially accelerate participants' path through Fanatics ONE tiers and determine if they qualify for

benefits associated with higher tiers. To answer some questions You may have, we provide the following:

A. **How does it work?** Upon receiving an invitation, the participant will work with an assigned Fanatics Sportsbook or Fanatics ONE representative ("Representative"), who will guide the participant through Priority Access. Each participant will be assigned a tier point threshold that must be achieved within the Evaluation Period in order to potentially qualify for benefits associated with higher Fanatics ONE tiers. The specific tier point threshold will be communicated to the participant by the Representative and may vary by participant and by tier. In addition, participants may, at Fanatics Loyalty's sole discretion, be offered an accelerated tier point earn rate on sports and/or casino wagers during the Evaluation Period. Any such accelerated earn rate, if offered, and the length of the Evaluation Period are subject to the sole discretion of Fanatics Loyalty and may be changed at any time. The Representative will also provide information about and access to the select Promotions. Full Promotional Terms and Conditions apply for the Promotions and are available in the Fanatics Sportsbook and Casino mobile app ("App") and can be provided by the Representative upon request. Participation in Priority Access and in each Promotion is voluntary.

B. **What happens when Priority Access concludes?** At the conclusion of Priority Access period, participants will revert to earning tier points at the standard base rate. Any tier status achieved during Priority Access period, will be retained following the conclusion of the program.

## 3. Changes, Termination, And/Or Exclusion from Priority Access

### A. Changes

As set forth above, Fanatics Loyalty may, in its sole discretion, change, limit or modify the Priority Access Rules, eligibility for participation, or any other feature of Priority Access (including assigning any of its obligations to Priority Access members under Priority Access at any time to another person or entity) or may terminate Priority Access at any time at our sole discretion. Any changes or notice of termination will be sent to Priority Access participants. YOUR CONTINUED PARTICIPATION IN THE Priority Access FOLLOWING SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

### B. Termination/Priority Access Removal

Participation in Priority Access is a privilege and as such, can be suspended, revoked, limited or terminated at any time by Fanatics Loyalty for any reason. If we believe (in our sole discretion) that You are or have abused, misused or gamed Priority Access, engaged in FanCash abuse, or generally have violated the terms of this or any other agreement You have with Fanatics Loyalty or its affiliates, Fanatics Loyalty may:

- Suspend (either temporarily or permanently) Your participation in Priority Access; and/or
- Terminate any of the accounts You have with Fanatics ONE, Fanatics or its affiliates, including but not limited to, Your Fanatics Sportsbook account.

In addition, violations of the terms or other agreements with our affiliates may also result in the suspension, revocation, limitation, or termination of Your ability to participate in Priority Access

and/or granting of Fanatics ONE tier status. You will be automatically suspended from Priority Access in the event that You self-exclude or are otherwise subject to an exclusion on Fanatics Sportsbook or close Your Sportsbook account. Further, in the event that You close Your Fanatics Sportsbook account or delete Your personal information, this will also terminate Your participation in Priority Access.

### C. Priority Access Account Closure

To close an account, a customer may reach out to customer support to be removed from Priority Access. Doing so will result in Priority Access termination consistent with Section 3(B) above.

## 4. Limitation of Liability

IN NO EVENT SHALL FANATICS LOYALTY, OUR AFFILIATED OR PARENT COMPANIES, SUPPLIERS, AND LICENSORS, AND EACH ENTITY'S RESPECTIVE OFFICERS, DIRECTORS, AGENTS, PARTNERS AND EMPLOYEES ("FANATICS PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF COVER DAMAGES OR INTANGIBLE LOSSES OF ANY KIND ARISING FROM YOUR PARTICIPATION IN THE PRIORITY ACCESS OR YOUR INABILITY TO PARTICIPATE IN THE PRIORITY ACCESS, EVEN IF THE FANATICS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE FANATICS PARTIES BE LIABLE FOR ANY DIRECT DAMAGES EXCEEDING THE GREATER OF THE FEES YOU PAID TO US FOR PRODUCTS AND SERVICES THAT ARE THE SUBJECT OF THE CLAIM AT ISSUE IN THE TWELVE MONTHS PRECEDING THE CLAIM OR TEN ($10) UNITED STATES DOLLARS.

## 5. Disclaimer

The Fanatics Parties are not responsible for: (a) any loss or misdirection of, or delay in receiving, any Priority Access participant requests; (b) any acts or omissions of any third parties; (c) any unavailability, interruptions or errors published in relation to Priority Access. Fanatics Loyalty reserves the right to correct any errors, with or without notice. Fanatics Loyalty and its affiliates may from time to time request information from You to confirm Your identity. Fanatics Loyalty may delay Your access to Priority Access until You comply with such information request. Priority Access and all the information accessible through it are provided for information purposes only on an "as is" and "as available" basis. The Fanatics Parties make no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of Priority Access, the information, materials, content, availability, and products.

## 6. Indemnity

In exchange for the right to participate in Priority Access, You agree to defend (at our option), indemnify, and hold harmless the Fanatics Parties from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs of suit including experts' fees, due to or arising out of (i) injuries, damages, or losses to persons and property which may be sustained in connection with participation in Priority Access, the earning or use/misuse of FanCash, and any claims based on publicity rights, defamation, or invasion of privacy; (ii) any content You submit; (iii) Your participation in Priority Access; (iv) Your breach or anticipatory breach of these Terms;

(v) Your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with Your participation in Priority Access; (vi) information or material transmitted by You or through Your account, even if not submitted by You, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vii) any misrepresentation made by You; and (viii) our use of the information that You provide to the Fanatics Parties (all of the foregoing, "Indemnifiable Claims and Losses").

You will cooperate as fully required by the Fanatics Parties in the defense of any Indemnifiable Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Indemnifiable Claims and Losses. We reserve the right to select counsel and assume the exclusive defense and control of any Indemnifiable Claims and Losses. You will not settle any Indemnifiable Claims and Losses without, in each instance, the prior written consent of an officer of the Fanatics Parties. You are responsible for repaying us for any Indemnifiable Claim or Loss.

## 7. Dispute Resolution & Arbitration Agreement

**PLEASE READ THESE "BINDING ARBITRATION" AND "CLASS WAIVER" PROVISIONS CAREFULLY, BECAUSE THEY REQUIRE YOU TO ARBITRATE ALL DISPUTES WITH THE FANATICS PARTIES AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY.**

### A. Initial Dispute Resolution Procedure.

You and Fanatics Loyalty each agree that good-faith informal efforts to resolve disputes often can result in a prompt, low-cost, and mutually beneficial outcome. The parties therefore agree that, before either party demands arbitration against the other, we will individually and personally meet and confer, by telephone or videoconference, in a good-faith effort to resolve informally any claim covered by this Section 7 (the "Arbitration Agreement"). Multiple individuals with disputes cannot participate in the same informal telephonic dispute resolution conference. If You are represented by counsel (which such representation will be at Your sole cost and expense), Your counsel may participate in the conference, but You shall also fully participate in the conference. The party initiating the claim must give notice to the other party in writing of their intent to initiate an informal dispute resolution conference, which shall occur not more than thirty (30) days after the other party receives such notice, unless an extension is mutually agreed upon by the parties.

To notify Fanatics Loyalty that You intend to initiate an informal dispute resolution conference, write to Fanatics Loyalty, LLC, 95 Morton Street, New York, NY 10014, ATTN: Fanatics CorporateLegal Department, providing Your name, the telephone number(s) associated with Your account, the email address(es) associated with Your account, and a description of Your claim.

The parties shall use commercially reasonable efforts to settle any dispute, claim, question, or disagreement and engage in good faith negotiations which shall be a condition to either party initiating an arbitration claim as provided in this Section 7. If the parties do not reach an agreed upon solution within a period of 45 days from the time informal dispute resolution begins, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the

terms set forth below. The aforementioned informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding. The parties agree that any relevant limitations period and filing fees or other deadlines will be tolled while the parties engage in this informal dispute resolution process.

**B. Agreement to Arbitrate**.

As a condition of participating in Priority Access, You and we agree that except as expressly provided in Section 7(C), any and all past, pending, or future disputes, claims and causes of action (collectively, "Claims") arising out of or connected with Your participation in Priority Access (including without limitation any dispute concerning the breach, enforcement, construction, validity, interpretation, enforceability, or arbitrability of these Priority Access Rules) shall be resolved exclusively by binding arbitration administered by American Arbitration Association ("AAA") and before a single arbitrator, except as set forth below. If AAA is not available to arbitrate, the parties will mutually agree upon an alternative arbitration provider within sixty (60) days. In the event of any dispute concerning the scope or applicability of the Arbitration Provisions of these Terms, You and Fanatics Loyalty agree that the arbitrator exclusively shall have the power to rule on his or her own jurisdiction over the Claim, including any objections with respect to the existence, scope or validity of the arbitration agreement or to the arbitrability of the Claims or any counterclaims presented as part of the Claim.

This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") in all respects and evidences a transaction involving interstate commerce. You and Fanatics Loyalty expressly agree that the FAA shall exclusively govern the interpretation and enforcement of this Arbitration Agreement. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

The alleged invalidity of the Priority Access Rules shall have no effect upon the validity of our mutual Agreement to Arbitrate any Claims under this Section. In addition, if any portion of this Section is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

You and Fanatics Loyalty shall maintain the confidential nature of the arbitration proceedings and any arbitration award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Although court review of an arbitration award may be limited, an arbitrator is empowered to award the same damages and relief as a court, including injunctive relief or statutory damages. Notwithstanding the foregoing, either party may seek temporary or emergency equitable relief to enforce its rights in any court of competent jurisdiction.

**C. Exceptions to Arbitration**.

Notwithstanding the parties' decision to resolve all Claims through arbitration, each party retains the right to (i) elect to have any Claims resolved in small claims court on an individual basis for Claims and actions within the scope of such court's jurisdiction, regardless of what forum the filing party initially chose; (ii) bring an action in state or federal court to protect its intellectual property rights ("intellectual property rights" in this context means patents, copyrights, moral

rights, trademarks, and trade secrets and other confidential or proprietary information, but not privacy or publicity rights); and (iii) seek a declaratory judgment, injunction, or other equitable relief in a court of competent jurisdiction regarding whether a party's claims are time-barred or may be brought in small claims court. Seeking such relief shall not waive a party's right to arbitration under these Priority Access Rules and any filed arbitrations related to any action filed pursuant to this Section shall automatically be stayed pending the outcome of such action.

**D. Class Action Waiver**.

YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SUE OR GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. YOU AND WE ALSO AGREE THAT (A) ANY CLAIMS WILL BE RESOLVED INDIVIDUALLY AND ONLY FOR YOUR LOSSES ONLY AND NOT AS A PLAINTIFF OR CLASS REPRESENTATIVE, MEMBER OF OTHERWISE ON BEHALF OF OTHERS IN ANY PROPOSED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING AND NOT THROUGH ANY CLASS ACTION, (B) IF A CLAIM PROCEEDS IN COURT ANYWAY, WE BOTH WAIVE ANY RIGHT TO A JURY TRIAL; AND (C) EITHER YOU OR WE MAY SEEK A COURT INJUNCTION OR OTHER EQUITABLE RELIEF REGARDING INTELLECTUAL PROPERTY INFRINGEMENT. ARBITRATION DOES NOT INVOLVE A JUDGE OR JURY.

If there is a final judicial determination that applicable law precludes enforcement of this Section's limitations as to a particular remedy, then that remedy (and only that remedy) must be severed from the arbitration and may be sought in court. The parties agree, however, that any adjudication of remedies not subject to arbitration shall be stayed pending the outcome of any arbitrable claims and remedies.

If there is a final judicial determination that either the class arbitration action, collective relief waiver, or the provisions in this Section 7 are not enforceable as to a particular claim or request for relief, then the parties agree that that particular claim or request for relief may proceed in court but shall be severed and stayed pending arbitration of the remaining claims. This provision does not prevent You or Fanatics Loyalty from participating in a class-wide settlement of claims.

**E. 7-DAY RIGHT TO OPT OUT**.

YOU MAY OPT OUT OF THESE ARBITRATION AND CLASS ACTION PROVISIONS BY FOLLOWING THE INSTRUCTIONS BELOW. IF YOU DO NOT OPT-OUT, THESE TERMS WILL APPLY RETROACTIVELY TO ALL CLAIMS YOU MAY POSSESS, WHETHER ASSERTED TO DATE OR NOT.

IF YOU DO NOT WISH TO AGREE TO THIS SECTION OF THE TERMS REQUIRING ARBITRATION AND CLASS ACTION WAIVER AND YOU HAVE NOT PREVIOUSLY AGREED TO AN ARBITRATION PROVISION IN CONNECTION WITH YOUR USE OF OUR SERVICE, YOU MUST, WITHIN THIRTY (30) DAYS OF ENTERING THESE TERMS, PROVIDE WRITTEN NOTICE TO FANATICS LOYALTY, LLC, 95 MORTON STREET, NEW YORK, NY 10014, ATTN: FANATICS CORPORATE LEGAL DEPARTMENT. THIS WRITTEN NOTICE MUST BE SIGNED BY YOU, AND NOT YOUR ATTORNEY, AGENT OR REPRESENTATIVE AND CONTAIN YOUR FULL NAME, ADDRESS, AND THE WORDS "OPT OUT" IN THE SUBJECT OF THE LETTER.

**F. Initiating Arbitration**.

Following the conclusion of the initial dispute resolution process required by this Section, You may seek arbitration of a Claim by contacting our registered agent whose information is available at Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301, with a copy to Fanatics Loyalty, LLC, 95 Morton Street, New York, NY 10014, Attn: Fanatics Corporate Legal Department. By signing the demand for arbitration, a party or its counsel certifies to the best of the party's or counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that (i) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (ii) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (iii) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. The arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11 or any applicable state law for either party's violation of this requirement.

The arbitration may be conducted via telephone, written submissions or in person in a mutually agreed location. If the parties cannot mutually agree to a location for in person hearings or proceedings, such proceedings shall take place within the State of New York at a location specified by the arbitrator. You are responsible for the payment of Your own attorneys' fees unless the arbitration rules and/or applicable law provide otherwise. The parties agree that AAA has discretion to reduce the amount or modify the timing of any administrative or arbitration fees due under AAA's Rules where it deems appropriate (including as specified in this Section 7), provided that such modification does not increase the costs to You, and You further agree that You waive any objection to such fee modification. The parties also agree that a good-faith challenge by either party to the fees imposed by AAA does not constitute a default, waiver, or breach of this Section 7 while such challenge remains pending before AAA, the arbitrator, and/or a court of competent jurisdiction, and that any and all due dates for those fees shall be tolled during the pendency of such challenge. You and we further agree that an award and any judgment confirming it only apply to the arbitration in which the award was awarded and cannot be used in any other proceeding except to enforce the award itself and any post-arbitration action seeking to enforce an arbitration award or action seeking equitable or injunctive relief shall be brought exclusively in the courts of the State of New York, or the United States District Court for the Southern District of New York.

**G. Batch Arbitration**.

To increase the efficiency of administration and resolution of arbitrations, if one hundred (100) or more similar arbitration demands (those asserting the same or substantially similar facts or claims, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to AAA (or another arbitration provider selected in accordance with Section 7(B) if AAA is unavailable) against Fanatics Loyalty within reasonably close proximity ("Mass Filing"), the parties agree (i) to administer the Mass Filing in batches of one hundred (100) demands per batch (to the extent there are fewer than one hundred (100) arbitration demands left over after the batching described above, a final batch will consist of the remaining demands) with only one batch filed, processed, and adjudicated at a time; (ii) to designate one arbitrator for each batch; (iii) to accept applicable fees, including any related fee reduction determined by AAA (or another

arbitration provider selected in accordance with Section 7(B) if AAA is unavailable) in its discretion; (iv) that no other demands for arbitration that are part of the Mass Filing may be filed, processed, or adjudicated until the prior batch of 100 is filed, processed, and adjudicated; (v) that fees associated with a demand for arbitration included in a Mass Filing, including fees owed by Fanatics Loyalty and the claimants, shall only be due after Your demand for arbitration is included in a set of batch proceedings and that batch is properly designated for filing, processing, and adjudication; and (vi) that the staged process of batched proceedings, with each set including one hundred (100) demands, shall continue until each demand (including Your demand) is adjudicated or otherwise resolved. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable AAA rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted.

**You agree to cooperate in good faith with Fanatics Loyalty and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient resolution of claims, including the payment of combined reduced fees, set by AAA or another arbitration provider selected in accordance with Section 10(B) if AAA is unavailable) in its discretion, for each batch of claims.** The parties further agree to cooperate with each other and the arbitration provider or arbitrator to establish any other processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient resolution of claims. Any disagreement between the parties as to whether this provision applies or as to the process or procedure for batching shall be resolved by a procedural arbitrator appointed by AAA. This "Batch Arbitration" provision shall in no way be interpreted as increasing the number of claims necessary to trigger the applicability of AAA's mass filing supplemental dispute resolution rules or authorizing class arbitration of any kind. Unless Fanatics Loyalty otherwise consents in writing, Fanatics Loyalty does not agree or consent to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in Section 7(B) above and this Section 7(G). If Your demand for arbitration is included in the Mass Filing, Your claims will remain tolled until Your demand for arbitration is decided, withdrawn, or is settled.

### H. Changes to this Section

Fanatics Loyalty will make commercially reasonable efforts to provide no fewer than thirty (30) days' notice of any changes to this Section. Changes will become effective on the 30th day and apply to all claims not yet filed. If You continue to use the site after the 30th day, You agree that any unfiled claims of which Fanatics Loyalty does not have actual notice are subject to the revised clause.

If You timely reject any such changes by opting out of the Arbitration Agreement, You may exercise Your right to a trial by jury or judge, as permitted by applicable law. If Fanatics Loyalty changes this Section 7 after the date You first accepted the Priority Access Rules (or accepted any subsequent changes to these Terms), You agree that Your continued participation in Priority Access for 7 days after such change will be deemed acceptance of those changes.

### I. Governing Law

These Priority Access Rules will be governed by federal law and the laws of the State of New York, regardless of conflict of law provisions and regardless of where You reside or participate in Priority Access.

## 8. Severability

For the avoidance of doubt, these Priority Access Rules apply solely to the extent permitted by law. If for any reason any provision of the Priority Access Rules or portion thereof, is found by a court of competent jurisdiction to be unlawful, void, or unenforceable, that part of Priority Access Rules will be deemed severable and shall not affect the validity and enforceability of the remainder of these Priority Access Rules which shall continue in full force and effect. If any part of these Priority Access Rules is deemed to be illegal, invalid, void or for any reason unenforceable, that the invalid or unenforceable provision should, to the greatest extent possible, be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

## 9. Waiver

The failure of Fanatics Loyalty to assert breach or a violation of these Priority Access Rules or otherwise failure to exercise any rights under these Priority Access Rules shall not constitute or be deemed a waiver or forfeiture of such rights or a waiver or forfeiture of such rights in the future.

## 10. Contact Us

Address:
Fanatics Loyalty, LLC
PO Box 551702
4150 Belfort Rd
Jacksonville, FL 32216
Email: support@betfanatics.com
Telephone Number: 800-254-0320

**Gambling Problem?**
**Help is available. Call 1-800-GAMBLER or your local problem gambling helpline. For additional Responsible Gambling resources, please visit:**
**https://sportsbook.fanatics.com/legal/responsible-gaming/**