

**DRAFTKINGS SPORTSBOOK AT RESORTS ULTIMATE
BIG GAME GIVEAWAY SWEEPSTAKES**
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT
INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR
RESTRICTED BY LAW.**

1. **Sweepstakes**: DraftKings Sportsbook at Resorts Ultimate Big Game Giveaway Sweepstakes (“Sweepstakes”).
2. **Sponsor**: DraftKings Inc., 222 Berkeley St, 5th Floor, Boston, MA 02116 (“Sponsor”).
3. **Acknowledgement**: As a condition of participating in the Sweepstakes, you agree to be fully and unconditionally bound by the Sweepstakes Official Rules (“Official Rules”), the General Rules for all sweepstakes and contests offered by Sponsor, which are incorporated herein by reference, the decisions of Sponsor, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Sweepstakes or the Official Rules.
4. **Sweepstakes Period**: The Sweepstakes begins at 10:00:00 a.m. Eastern Time (“ET”) on November 17, 2019 and ends at 03:30:00 p.m. ET on November 24, 2019, only on Sundays (the “Sweepstakes Period”). Eastern Time shall control for all purposes of the Sweepstakes. Sponsor’s computer shall be the official clock for all purposes of the Sweepstakes.
5. **Eligibility**: The Sweepstakes is open only to individuals in the State of New Jersey who: (i) are 21 years or older and; (ii) satisfy all other requirements contained herein; and (iii) at all times abide by these Official Rules. Employees of Sponsor and each of its respective affiliates, officers, directors, employees, agents, advertising, public relations and promotion agencies, and members of each of their immediate families (i.e., spouses, parents, children and siblings, and their respective spouses) and those living in the same household of each are not eligible to enter.
 - 5.1. **How to Enter**: During the Sweepstakes Period, player will be eligible to earn entries into the Sweepstakes. Players may earn entries into Sweepstakes in the one the following ways, within the DraftKings Sportsbook at Resorts: (i) placing a qualifying wager of \$10 or more at either the Remote Kiosks or at Counter through Ticket Writer, (ii) placing a qualifying wager of \$100 or more at either the Remote Kiosks or at Counter through Ticket Writer or (iii) creating or presenting an active DraftKings Mobile Sportsbook account to the Ticket Writer (max one (1) entry via entry method iii). If player places wager at a Remote Kiosk location, the player must present the wager made at the Counter for verification to be awarded the entry or entries. Wagers placed using Free Bet offers are excluded from earning criteria. No deposit necessary via DraftKings Mobile Sportsbook account for additional entry earning. All eligible players will receive no more than One Hundred (100) entries during the Sweepstakes Period. Upon receiving the entry, the player must fully complete all fields listed on the entry form and place the form into the designated location to be considered for Sweepstakes.

Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, or misdirected entries, and shall not have any obligation to advise an entrant of an incomplete, invalid, or undeliverable submission. No illegible, incomplete, forged, or altered entries will be accepted. All entries become the exclusive property of Sponsor and will not be acknowledged or returned

NO PURCHASE IS NECESSARY FOR ENTRY INTO THE SWEEPSTAKES.

To enter without purchase or obligation via email: Players can obtain up to one hundred (100) entries into the Sweepstakes by sending their name, email address, phone number and the name of the promotion (which

is “DraftKings Sportsbook at Resorts Big Game Sweepstakes”) to prizedraw@DraftKings.com during the Sweepstakes Period. Players are eligible to receive one (1) entry per email sent up to 100 emails during the Promotional Period. Upon our receipt of this information via email, players will be entered into the prize drawing. It is the player’s responsibility to ensure that we receive your entry before the end of the promotional period. Delays due to internet connectivity, proxy, firewall or other email spam filters shall not be the liability of Sponsor. A purchase of any kind will not increase your chances of winning. Entries that are mechanically reproduced, copied, illegible, incomplete, or inaccurate and entries by any means which subvert the entry process are void. Entries become the property of the Sponsor and will not be acknowledged or returned. Incomplete entries or entries not complying with these Official Rules are subject to disqualification, at the Sponsor’s sole discretion. Proof of mailing does not constitute proof of delivery.

6. **Winner Notification:** On November 24, 2019, four (4) potential winner will be randomly selected by Sponsor from among all eligible entries received during the Sweepstakes Period. The potential winner(s) will be announced by Sponsor inside the DraftKings Sportsbook at Resorts following the end of the Sweepstakes Period, at approximately 04:00:00pm ET. The potential winner(s) must be present to win the designated prize and must present valid identification to claim prize. If a potential winner cannot be contacted, cannot provide valid identification or does not respond within a five (5) minute period following the announcement, an alternate potential winner may be selected. Sponsor’s decisions are final on all matters relating to this Sweepstakes.
7. **Prizes and Odds:** Subject to verification of eligibility and compliance with these Official Rules, one (1) winner of the Sweepstakes will receive an autographed Randall Cunningham football and two (2) tickets to the Philadelphia vs New York game on December 9th (transportation not included), one (1) winner of the Sweepstakes will receive \$250 in Free Bet credits, to be loaded on the winner’s Mobile Sportsbook account, one (1) winner of the Sweepstakes will receive \$500 in Free Bet credits, to be loaded on the winner’s Mobile Sportsbook account, valid for 30 days from issuance and a one (1) Grand Prize winner of travel, hotel accommodations and two (2) tickets to the pro football championship game in Miami, FL on February 2nd, 2020. (the “**Prize**”). Free Bet amount cannot be redeemed for cash, cannot be withdrawn, and must be played on Draftkings.com or the Mobile Sportsbook application. The approximate retail value of the Prizes is \$17,450. In order to claim the Prizes associated with Free Bet, the winners must create a DraftKings account on www.draftkings.com and the Prize will be credited to the respective winner(s)’ DraftKings account.

Odds of winning depend on the number of eligible entries received for the Sweepstakes.

8. **Prize Package Restrictions:** The Prize Package will be awarded only if the potential Prize Package winner fully complies with these Official Rules. All Prize Package details are at the sole discretion of Sponsor and any depiction of the Prize Package, in Sweepstakes materials or otherwise, is for illustrative purposes only. Sponsor reserves the right to change any component in its sole discretion if such component is unavailable. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for the Prize Package or any Prize Package component will be made, except that Sponsor at its sole discretion may substitute the Prize Package (or component thereof) of equal or greater value for any reason. All federal, state, provincial and local taxes, and all costs and expenses related to the acceptance and use of the Prize Package not specified herein as being provided, are the sole responsibility of the Prize Package winner. Any required tax reporting forms will be furnished to the appropriate authorities.

By participating in this Sweepstakes or accepting a prize, players further acknowledge and agree to the following restrictions:

HOTEL ACCOMMODATIONS: Once hotel accommodations have been confirmed, no changes will be allowed except by Sponsor or its designees. Hotel accommodations are subject to additional restrictions and requirements as set forth in the hotel agreement between of the hotel designated by Sponsor. All incidentals not mentioned within the prize details, including, without limitation, luggage fees, service charges or facility charges, personal charges, room services, minibar, incidentals, entertainment, damage to hotel room, security fees, gratuities, taxes or other expenses, are the sole responsibility of the prize winners.

AIRFARE: The prize winner shall be responsible for coordinating and booking his/her own transportation, transfers, and similar. Sponsor shall have no responsibility or liability for prize winner transportation, transfers, and similar except for providing the credit outlined above. The prize winner and his/her guest will be responsible for all airfare costs and fees in excess of the credit.

INCIDENTAL EXPENSES: All other expenses and incidental travel costs not expressly stated in the Official Rules, including but not limited to, travel costs, meals, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, luggage fees, service charges or facility charges, personal charges, damage to hotel room, security fees, gratuities, taxes or other expenses, including any transportation not mentioned within such prize description, including without limitation, transportation to and from airports and flights, are the sole responsibility of the prize winner. The prize winner and his/her travel companion are also responsible for obtaining travel insurance (and all other forms of insurance) at his/her option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

CONDUCT: The prize Winner and his/her travel companion must follow all instructions of Sponsor or its designees relative to the prize and any element thereof, in addition to these requirements. In the event the Prize Winner or his/her travel companion engages in behavior that, as determined by DraftKings in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the prize or other applicable experience early, in whole or in part, and send the prize winner and his/her travel companion home with no further compensation. In such event, the prize winner may also be required to reimburse the Sponsor for the approximate retail value of the prize.

THE PRIZE PACKAGE IS AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. **Questions:** If you have any questions regarding the Sweepstakes, send an e-mail to support@draftkings.com with the subject line “DraftKings Sportsbook at Resorts Big Game Sweepstakes Question”.
10. **Applicable Rules and Winners’ List:** The General Rules, which further govern your participation in the Sweepstakes and are incorporated herein by reference, are available at <http://playbook.draftkings.com/uncategorized/draftkings-sweepstakes-general-rules/>. For any legally required winners’ list, send a self-addressed stamped envelope (unless otherwise prohibited by local law) to DraftKings Inc., 222 Berkeley St, 5th Floor, Boston, MA 02116, Attn: DraftKings Sportsbooks at Resorts Big Game Entry”. All such requests must be received within three (3) months after the end of the Sweepstakes.

THE INFORMATION YOU PROVIDE WILL ONLY BE USED IN ACCORDANCE WITH THESE OFFICIAL RULES AND SPONSOR’S PRIVACY POLICY, AVAILABLE AT [HTTPS://WWW.DRAFTKINGS.COM/HELP/PRIVACYNOTICE](https://www.draftkings.com/help/privacynotice).

DRAFTKINGS GENERAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Conflict Between Rules:** The DraftKings General Rules (“General Rules”) apply to all sweepstakes and contests offered by Sponsor (as defined in the Official Rules) unless modified or superseded by the rules for a specific sweepstakes or contest (the “Official Rules”). In the event that any provision of the Official Rules conflicts with any provision of the General Rules provided herein, the terms of the Official Rules shall prevail with respect to such matter. Sponsor reserves the right to interpret the rules of any sweepstakes or contest at its sole discretion, and such interpretation shall be binding upon all participants.
2. **Entry Restrictions:** Any forms of entry other than those described in the Official Rules, including but not limited to multiple submissions, submissions using a false identity, submissions made on behalf of another individual, or submissions made through the use of a device or artifice to generate multiple submissions are void. False or deceptive submissions or acts will render an entrant ineligible to participate and Sponsor reserves the right to disqualify any entrant who attempts to undermine the legitimate operation of the sweepstakes or contest, acts in a disruptive manner, or violates these General Rules or the applicable Official Rules. In the event of a dispute over the identity of an entrant, entry will be deemed submitted by player whose name appears on entry. Sponsor reserves the right to require entrants to show proof of being the authorized player. If a problem occurs in the entry process, the entrant is solely responsible for verifying that the entry process has been validly completed. Sponsor shall have no obligation to advise an entrant of an incomplete entry. All entries become the sole property of Sponsor and will not be acknowledged or returned.
3. **Selection of Winners:** The potential winner(s) for a given sweepstakes or contest will be determined from all eligible entries received during the Sweepstakes Period and notified according to the Official Rules for the respective sweepstakes or contest. In the event that a sweepstakes or contest has multiple prize periods, entrants may enter more than one (1) prize period, but winner(s) will NOT be eligible to win prizes in subsequent prize periods and non-winning entries will NOT be carried forward to subsequent prize period drawings.
4. **Winner Verification:** The prize winner(s) are only potential winner(s) and are subject to verification of eligibility and compliance with these General Rules and the applicable Official Rules. Except where prohibited by law, potential prize winner(s) may be required to complete and return an affidavit of eligibility and liability and publicity release ("Affidavit") within the time period set forth in Sponsor’s notification. In the event: (i) a potential prize winner cannot be reached or does not report within given timeframe for whatever reason after a reasonable effort has been exerted or a winner notification or Affidavit is returned as undeliverable; (ii) a potential prize winner declines or cannot accept, receive or use a prize for any reason; (iii) of noncompliance with the above or within any of the applicable time periods; (iv) a potential prize winner is found to be ineligible to enter the sweepstakes or contest or to receive a prize; (v) a potential prize winner cannot or does not comply with these General Rules and/or the applicable Official Rules; or (vi) a potential prize winner fails to fulfill the Affidavit-related obligations, such potential prize winner may be disqualified from the sweepstakes or contest and an alternate potential prize winner may be selected, at Sponsor's sole discretion, even if the disqualified potential prize winner’s name has been publicly announced. If Sponsor decides to select an alternate potential prize winner, the alternate will be determined from all eligible entries received during the Sweepstakes Period and notified according to the Official Rules for the respective sweepstakes or contest. Sponsor reserves the right to repeat this process until an alternate potential prize winner complies with the verification of eligibility requirements. Sponsor also reserves the right to modify the notification and Affidavit procedures in connection with the selection of an alternate prize winner, if any.

ALL POTENTIAL PRIZE WINNER(S) ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS AS TO THE ADMINISTRATION AND OPERATION OF THE SWEEPSTAKES OR CONTEST, ANY CHANGES TO THESE GENERAL RULES OR THE OFFICIAL RULES, AND THE SELECTION OF THE POTENTIAL PRIZE WINNER(S) ARE FINAL AND BINDING ON EACH ENTRANT IN ALL MATTERS RELATED TO THE SWEEPSTAKES OR CONTEST.

5. **Prize Restrictions:** Each prize will be awarded only if the potential prize winner fully complies with these General Rules and the applicable Official Rules. All prize details are at the sole discretion of Sponsor and any depiction of the prizes, in sweepstakes or contest materials or otherwise, is for illustrative purposes only. No transfer, refund, cash redemption, substitution, replacement or cash equivalent for a prize will be made. Sponsor reserves the right, at its sole discretion, to substitute any prize for another prize of equal or greater value for any reason.

Sponsor shall have no responsibility or obligation to a prize winner who is unable or unavailable to, or who does not for any reason, accept or utilize their prize. In the event of non-compliance with these General Rules or the applicable Official Rules, or if a prize is unclaimed or returned as undeliverable, the prize will be forfeit. A forfeited prize may be awarded to an alternate potential prize winner, at Sponsor's sole discretion. Taxes and fees, if any, are the sole responsibility of the prize winner(s). Sponsor is responsible only for prize delivery and expressly disclaims responsibility for prize utility, quality, or otherwise.

ALL PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW (OR MAY LIMIT) DISCLAIMERS OF CERTAIN WARRANTIES, IN WHICH CASE THE FOREGOING DISCLAIMERS WILL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

6. **Publicity Rights and Use of Personal Information:** Except where prohibited by law, by participating in a sweepstakes or contest offered by Sponsor or accepting a prize, you grant Sponsor and/or Sponsor's designees the right to use your name, photograph, likeness, statements, biographical information, voice, city and state address, and other identifying information for advertising and promotional purposes for the sweepstakes or contest in which you participated as well as other advertising and promotional purposes, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised without additional compensation, review or approval rights, notification or permission. By participating in a sweepstakes or contest offered by Sponsor, you acknowledge that you will be sharing your personal information with Sponsor and you agree that Sponsor may use your personal information for marketing and other purposes. You may opt out of notices from Sponsor regarding future promotional or marketing offerings by following the opt-out procedure set forth below.

YOU FURTHER ACKNOWLEDGE AND AGREE THAT YOUR PERSONAL IDENTIFYING INFORMATION MAY BE DISCLOSED TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, PLACING YOUR NAME ON A WINNER'S LIST.

7. **Choice of Law and Disputes.** The sweepstakes or contest will be governed by the internal laws of the Commonwealth of Massachusetts. Any and all legal actions or claims arising in connection with the sweepstakes or contest must be brought in a court of competent jurisdiction within the Commonwealth of Massachusetts. Except where prohibited by law, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the sweepstakes or contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Boston, MA; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees; (iii) no punitive, incidental, special, consequential or other damages, including without limitation, lost profits, may be awarded (collectively, "Special Damages"); and (iv) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased.

8. **Conditions of Participation and Limitations of Liability.** By participating in a sweepstakes or contest offered by Sponsor, each entrant accepts the conditions stated in these General Rules and the applicable Official Rules, agrees to be bound by the decisions of Sponsor, and warrants that s/he is eligible to participate in the respective sweepstakes or contest.

By participating, entrants hereby release, hold harmless, covenant not to sue, and forever discharge Sponsor, and their respective parent companies, affiliates, subsidiaries, retailers, divisions, dealers, advertising and promotion agencies, and all others associated with the development and execution of the sweepstakes or contest, and each of its and their directors, employees, officers, and agents from and against any and all third-party claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action of any kind that in any way now or hereinafter may arise from or relate to the sweepstakes or contest, including without limitation (i) the administration of the sweepstakes or contest, such as typographical, printing, seeding, human or other errors relating to or in connection with the sweepstakes or contest, the processing of entries, the announcement of the prize or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged entries, any delays in delivery or lack of availability of the prize or prize materials and/or (ii) entrants' participation in a sweepstakes or contest offered by Sponsor or their acceptance or use of a prize, or participation in any prize related activities, including, without limitation, any travel related thereto, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the sweepstakes or contest or any sweepstakes or contest-related activity and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy. liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities.

Sponsor reserves the right at its sole discretion to disqualify any individual who is found to be (i) acting in violation of these General Rules and the applicable Official Rules or (ii) acting in an unsportsmanlike or disruptive manner, with the intent to disrupt or undermine the legitimate operation of the applicable sweepstakes or contest, or with the intent to annoy, abuse, threaten or harass any other person. Without limiting the foregoing, in the event Sponsor is prevented from continuing with a sweepstakes or contest as contemplated in the applicable Official Rules by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared,) or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then Sponsor shall also have the right to modify, suspend, extend or terminate the respective sweepstakes or contest. In the event that a sweepstakes or contest is terminated, cancelled, or postponed for any reason whatsoever, the ARV of the prize(s) will be awarded to the extent required by law.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITE(S) OR UNDERMINE THE LEGITIMATE OPERATION OF A SWEEPSTAKES OR CONTEST OFFERED BY SPONSOR IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Privacy Policy:** Entrants may receive e-mail correspondence from, or on behalf of Sponsor, subject to Sponsor's privacy policy, available at <https://www.draftkings.com/help/privacynotice>. Any questions regarding privacy matters should be directed to the address set forth in the applicable Official Rules for important information regarding the collection, use, and disclosure of personal information by Sponsor.
10. **OPT-OUT:** If you do not wish to receive any further notices from Sponsor regarding future promotional or marketing offerings, send your name and address to DraftKings Inc., 222 Berkeley St, 5th Floor, Boston, MA 02116, Attn: DraftKings Opt-Out.