



Ultimate Super Bowl Party Package Retail Promotion

TERMS & CONDITIONS

NO PURCHASE OR WAGER OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR WAGER OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

1. Description of Promotion

Welcome to the Ultimate Super Bowl Party Package Retail Promotion (the “**Promotion**”), where participants who place a same game parlay wager of at least Twenty Five Dollars (\$25) at the retail sportsbook located at Live! Casino and Hotel Maryland during the Promotion Period will receive one (1) Entry (as defined below) into the Drawing (as defined below).

The Promotion is co-sponsored by PPE Casino Resorts of Maryland, LLC d/b/a Live! Casino and Hotel Maryland (“**Live!**” or the “**Eligible Retail Location**”) and Betfair Interactive US, LLC (“**FanDuel**”) (collectively, the “**Sponsor**”), located at 6701 Center Drive West, Suite 800, Los Angeles, CA 90045. The terms “**you**” or “**your**” mean the person to whom a Prize (defined below) is issued to upon satisfaction of the Terms and Conditions set forth in this Promotion. Redemption of the Promotion is expressly conditioned upon acceptance of and compliance with all of these Promotion “**Terms and Conditions**”. Promotion participants may be required to sign paperwork issued by the Sponsor.

2. Promotion Period

The Promotion will begin at 10:00am ET on January 15, 2022 and ends at 12:00pm ET on January 31, 2022 (the “**Promotion Period**”).

3. Eligibility

The Promotion is only open to individuals who are at least 21 years of age, are not subject to exclusion by the Maryland Lottery and Gaming Control Agency (“**MLGCA**”), are physically present in the Eligible Retail Location during the Promotion Period and have a valid Live! Rewards member account. Employees, officers and directors of the Sponsor, its parent companies, and each of their respective affiliates, subsidiaries, cable/satellite affiliates, advertising and promotion agencies, retailers, distributors, and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in the Promotion.

4. Action Required

There are two methods of entry to receive an Entry in the Drawing.

Wager Requirement: During the Promotion Period you must enter the Eligible Retail Location during its operating hours, and place a retail Same Game Parlay wager of at least Twenty Five Dollars (\$25) (“**Eligible Wager**”). You must then take your betslip to the window where they will verify that you have made an Eligible Wager, and hand you an entry ticket. You are required to legibly fill out your name and Live! Rewards member number and drop your ticket at the marked location in the Eligible Retail Location (collectively, the “**Wager Requirement**”). Any wagers placed on the FanDuel Sportsbook via the iOS or Android mobile application, the web, desktop or mobile web are not Eligible Wager, do not fulfill the Wager Requirement and do not constitute an Entry. Any participants who place an Eligible Wager but do not satisfy the Wager Requirements will not receive an Entry.

Alternate Method. Alternatively, participants may enter the Drawing by mailing to the Sponsor the participant's full name, and Live! Rewards member number ("**Alternate Method Entry**"). All Alternate Method Entry documents must be mailed to:

Name: FanDuel Sportsbook at Live! Casino and Hotel
Attn: Ultimate Super Bowl Party Package Retail Promotion
Address: 7002 Arundel Mills Circle, Suite 7777, Hanover, MD 21076

There is no entry fee associated with the Alternate Method Entry (excluding postage). All entries submitted via Alternate Method Entry must be postmarked during the Promotion Period in order to qualify as an eligible Alternate Method Entry.

5. Claiming Promotion Offer

Upon successfully satisfying the Wager Requirement or submitting an eligible Alternate Method Entry, participants will receive one entry ("**Entry**") into a random drawing ("**Drawing**") for one (1) 75" 4k Smart TV, one (1) Sound Bar system, one (1) Uber Eats Gift Card with a value of \$500, \$1,000 in Live! Free Slot Play and/or Table Games Match Play/Direct Bet at the Eligible Retail Location (the "**\$1,000 Credit**") and two (2) tickets to the Baltimore Ravens Home Opener for the 2022-23 season (the "**Tickets**"), for a total approximate retail value ("**ARV**") of \$3,650 (collectively, the "**Prize**" and each, a "**Prize**"). Subject to the terms and conditions set forth herein, there will be one (1) "Winner" randomly selected from among all qualifying Entries on February 7, 2022. The Winner will be notified via the method of communication available in the Live! Rewards member account indicated on the Entry within forty-eight (48) hours after the Winner has been selected. If a Winner is unreachable; does not make direct contact with Sponsor by the time specified in the notification message; fails to accept the Prize; or is otherwise deemed ineligible by Sponsor, Sponsor reserves the right, in its sole and absolute discretion, to disqualify such Winner and to select a replacement Winner from the remaining qualifying Entries. Sponsor shall not be responsible for failed attempts to notify the Winner and no responsibility is assumed by Sponsor for any correspondence returned as undeliverable or any other problems associated with attempt(s) to notify the Winner. Odds of winning depend upon the number of eligible Entries received. Upon the request of Sponsor, the Winner must sign and return the following documents: an affidavit of eligibility; a liability/publicity release; and any other releases and waivers requested by Sponsor. If any of the foregoing documents are not completed, signed, and returned prior to deadline noted therein, or if a Winner is deemed by Sponsor to be ineligible or not to have complied with these Terms and Conditions, then such Winner will be disqualified and an alternate Winner will be selected from the remaining eligible Entries, time permitting.

The Winner must arrange with Sponsor for the Winner to pick up the Prize at the Eligible Retail Location. The \$1,000 Credit will be deposited into the Winner's Live! Rewards member account when the Winner is declared the official Winner. The Tickets will be sent digitally to the Winner at a later agreed upon date. The Winner will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with receiving the Prize, regardless of whether the Prize, in whole or in part, is used. The ARV of the Prize may be reported for tax purposes as required by law. No substitution, assignment or transfer of the Prize is permitted, except by the Sponsor, who reserves the right to substitute the Prize with another prize of greater or equal value if the Prize cannot be awarded as stated. Live! will withhold and/or report taxes as required by Maryland law. Taxes and fees, if any, are the sole responsibility of the Winner.

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. Registration Procedures

By submitting an Entry, each participant agrees that he or she has reviewed and accepts these Terms and Conditions, the Sponsors' Privacy Policies and Terms of Service. If you do not agree, you cannot participate in this Promotion.

7. Limitations on Participation

In addition to the Eligibility Requirements in Section 3, the Sponsor reserves the right to refuse or otherwise restrict eligibility to participate in any Promotion for any reason, in the Sponsor's sole discretion, including based on your wagering patterns or wagering history or if you failed to take advantage of any previous Promotion in good faith. This Promotion is void where prohibited by law. There is no limit on number of eligible Entries per person.

8. Wagering Requirements

Any wager placed before the start of the Promotion Period or after the expiration of the Promotion Period will not be deemed an Eligible Wager. Any wagers placed on FanDuel Sportsbook via the iOS or Android mobile application, the web, desktop or mobile web will not be deemed an Eligible Wager.

9. Order of Funds Used for Wagering

The Winner must swipe their Live! Rewards member card in order to use the \$1,000 Credit.

10. Eligible Games

All Same Game Parlay markets available at the Eligible Retail Location are eligible to earn an Entry.

The \$1,000 Credit may be used in Live! Free Slot Play and/or Table Games Match Play/Direct Bet at the Eligible Retail Location only.

11. Restrictions on Withdrawal

The Prize is not transferable and cannot be substituted except in the Sponsor's sole discretion. The \$1,000 Credit has no cash value and is non-transferable but any winnings therefrom are subject to payment by Live!. **Any unused portion of the \$1,000 Credit will automatically expire thirty (30) days after it was applied to the Winner's Live! Rewards Account.**

12. Cancellation

Should you wish to cancel your participation in this Promotion at any time, please contact FanDuel customer support at sportsbook@fanduel.com or 877-689-0662 or Live! at 443-842-7000.

13. Gambling Problem

If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.

14. Additional Terms

Administration: The Sponsor expressly reserves the right to amend, suspend or terminate this Promotion at any time without prior notice or consent. Administration of this Promotion is at the sole discretion of Sponsor. Sponsor reserves the right to restrict at any time any individual from participating in this Promotion for any reason. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Promotion will be resolved at the sole discretion of the Sponsor and its decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Promotion or reproduce or distribute any portion of these Terms and Conditions to their members.

Release and Waiver of Liability: By participating in this Promotion, participants agree to release, defend, indemnify and hold harmless the Sponsor, and each of their respective affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) your participation in the Promotion; (ii) the administration of the Promotion, such as typographical, printing, seeding, human or other errors relating to or in connection with the Promotion, the processing of entries or the announcement of the Winner and (iii) the receipt, use or misuse of the Prize, or while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by the Sponsor's own negligence. Sponsor expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Prize. Sponsor shall not be liable for any problems that occur during the entry process, including without limitation, late, incomplete, delayed, undelivered, ineligible, inaccurate, erroneous 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. In consideration of the Prize, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by the Sponsor, and their respective parents, subsidiaries and affiliates. You further agree that if you

are selected as a Winner of the Prize, you will speak with any media personnel at Sponsor's request and will participate in a specified number of other hours of any Sponsor-related marketing activities (at Sponsor's discretion), such as participating in marketing photo shoots or interviews with the media. You agree that Sponsor and its service providers may record, photograph, film and/or use your name, any biographical information, image, likeness, photo, and voice for advertising, publicity, and promotional purposes without additional notice or compensation. By participating in this Promotion, you grant Sponsor ownership of any copyright or other rights you may have in the foregoing. You waive any right that you may have to inspect or approve the finished product or products and the advertising copy or other matter that may be used in connection with the foregoing or your name or the use to which they may be applied. By participating in this Promotion, you release and discharge Sponsor, its affiliates, its service providers, and assigns from any liability in connection with their use of your name and/or likeness, including without limitation any claims for libel or violation of any right of publicity or privacy. You acknowledge and agree that in the event you violate or do not abide by these Terms and Conditions, you will no longer be eligible for any Prize and Sponsor shall have the right in its sole discretion to select a different recipient of such Prize.

Without limiting the foregoing, in the event Sponsor is prevented from continuing with the Promotion as contemplated 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 Promotion.

Tax: All US residents who win a Prize will be required to provide address and social security details to be eligible for the Prize. These details will be used to file a 1099-MISC with the Internal Revenue Service for any players whose winnings exceed \$600 for the prior year. Failure to provide these details will result in the participant being disqualified. Winners are responsible for paying all taxes, fees, registration and insurance, for any Prize won in connection with this Promotion, including non-cash prizes.

Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants, the Sponsor in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

Dispute Resolution: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Anne Arundel County, Maryland and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Hanover, Maryland. The federal or state law that applies to these Terms and Conditions will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Anne Arundel County, Maryland. The Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of participant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SPONSOR, AND THEIR SUBSIDIARIES, ARE NOT RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE SPONSOR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Miscellaneous: No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly

provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

For any legally required winners' list, send a self-addressed stamped envelope to Sponsor at Attn: Legal Department at 300 Park Ave., New York, NY 10010. All such requests must be received within three (3) months after the end of the Promotion Period.

GENERAL RULES

- a. No purchase is necessary.
- b. Prizes are non-transferable.
- c. Falsification of any information will result in ineligibility.
- d. Winners must show proof of identification by presenting a valid driver's license with SS#, or by completing a W9 form.
- e. Winning Live! RewardSM members must sign a prize payment form to receive their winnings.
- f. Employees of Live!, their respective parent companies, affiliates and subsidiaries are ineligible. In addition, immediate family and members of the household of Live! Executives, Player Development and Marketing personnel are ineligible.
- g. Employees of advertising and promotion agencies and other agencies coordinating with this promotion and their immediate family members, MLGCA staff, MLGCA agents and spouses thereof, are ineligible.
- h. Immediate family is defined as spouse, parents, children, siblings and their respective spouses. Household is defined as living in the same residence as one or more of the above-mentioned individuals. Executive personnel are defined as any team member holding the title of Director or above. Player Development personnel are defined as any team member falling under the Player Development Departmental organization chart. Marketing personnel are defined as any team member falling under the Marketing Departmental organization chart.
- i. Each entrant and winner shall indemnify and hold harmless Live! and The Cordish Companies against any damage, loss, claim or liability arising from his or her participation in this Promotion. Live! and The Cordish Companies assume no liability of any kind for any property loss or damage or personal injury occurring in connection with any Prizes.
- j. Management, with the advice of legal counsel, reserves the right to cancel, change or modify the Promotion without notice.
- k. Persons who have been evicted from Live! are not eligible to participate in the promotion.
- l. All times are Eastern Standard Time.
- m. Claiming the prize won is the sole responsibility of the Winner.
- n. A copy of these Terms and Conditions are available at Live!