DRAFTKINGS Ticket SWEEPSTAKES- FREEBIE FRIDAY
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**: 4/28/17 DRAFTKINGS $10 Ticket Tickets Sweepstakes ("Sweepstakes").

2. **Sponsor**: DraftKings, Inc., 225 Franklin St., 26th Floor, Boston, MA 02110 ("Sponsor").

3. **Acknowledgement**: As a condition of participating in the Sweepstakes, you agree to be fully and unconditionally bound by the 4/28/17 DRAFTKINGS $10 Ticket Tickets Sweepstakes Official Rules ("Official Rules"), the General Rules for all sweepstakes and contests offered by Sponsor, 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, the Official Rules, or the General Rules, which are incorporated herein by reference.

4. **Entry Period**: The Sweepstakes begins at 7:00:00 a.m. Eastern Time ("ET") on April 28, 2017, and ends at 3:00:00 p.m. (ET) on April 28, 2017, (the "Entry 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. **Twitter® Disclaimer**: As condition of participating in the Sweepstakes, you agree and acknowledge that Twitter, Inc. and its owners directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the Twitter Group") are not sponsors of the Sweepstakes nor do they endorse or administer the Sweepstakes, nor are they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to Sponsor, not the Twitter Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the Twitter Group from any and all liability arising out of or relating to your entry, creation of an entry, submission of an entry, participation in the Sweepstakes, acceptance, use, or misuse of any prize, or the broadcast, exploitation, or use of an entry.

6. **Eligibility**: The Sweepstakes is open only to individual legal residents of the United States, Great Britain, and Canada (excluding Idaho, Alabama, Nevada, Arizona, Florida, Iowa, Louisiana, Montana, Washington, Rhode Island, Hawaii, and Quebec, Canada, Puerto Rico and U.S. territories and possessions) who (i) have attained the age of majority in their state of residence as of the date of entry into the Sweepstakes; (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, the judges, 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.

7. **How to Enter**: There is one (1) method of entry for the Sweepstakes. **In order to participate, you must be a registered user of and follow @DraftKings" on www.Twitter.com**. To become a registered user, visit www.Twitter.com and complete the onscreen instructions to sign up for an account. To "follow" @DraftKings on www.Twitter.com, login to your Twitter account and select "Find People" from the tool bar at the top of the homepage. When the search box appears, enter "@DraftKings" and then click on the "Search" button. Select "Follow" when the @Draftkings icon appears.

   During the Entry Period, Sponsor will send a "tweet" asking @DraftKings followers to retweet (the "Sweepstakes Tweet") on Twitter.com. To enter, you must retweet the Sweepstakes Tweet using the

retweet function within www.Twitter.com from your Twitter account during the Entry Period. An entry received outside of the Entry Period will be deemed ineligible.

Limit One (1) entry per person per Entry Period, regardless of the method of entry. Anyone found to be using multiple accounts to enter the Sweepstakes or submitting multiple Tweets in violation of the Twitter Rules & Policies will be deemed ineligible and all of his or her entries may be deemed void. 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. Proof of retweeting the Sweepstakes Tweet does not constitute proof of receipt or entry into the Sweepstakes. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

8. **Prizes and Odds**: Odds of winning depend on the number of eligible entries received during the Entry Period.

Prize Period	***No. of Winners of Each Prize***	***Prize Description***	***Approximate Retail Value***
One (1)	Ten (10)	One (1) entry into a DraftKings $10 Contest	$10.00
Total Approximate Retail Value of All Prizes			$100.00

9. **Selection of Winner(s)**: On or about April 28, 2017, ten (10) potential winners will be randomly selected by Sponsor from among all eligible entries received during the Entry Period. The potential winner(s) will be notified by Sponsor as soon as practicable following the end of the Entry Period. Sponsor will notify the potential winner(s) by sending a "direct message" to the potential winner(s) registered Twitter.com account. If a potential winner cannot be contacted or does not respond within 20 minutes, an alternate potential winner may be selected. Sponsor's decisions are final on all matters relating to this Sweepstakes.

10. **Questions**: If you have any questions regarding the Sweepstakes, send an e-mail to support@draftkings.com with the subject line "4/28/17 DraftKings $10 Ticket Sweepstakes Question".

11. **Applicable Rules And Winner's List**: For any legally required winners' list, send a self-addressed stamped envelope (unless otherwise prohibited by local law) to DraftKings Inc, 225 Franklin St., 26th Floor, Boston, MA 02110, Attn: DraftKings "4/28/17 DRAFTKINGS $10 Ticket Sweepstakes " Winners' List. All such requests must be received within three (3) months after the end of the Sweepstakes.

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, INC. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO TWITTER, INC. 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.

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 the authorized account holder of the e-mail address associated with the entry. Authorized account holder is defined as the person assigned to an e-mail address by an Internet access provider, on-line service provider or other organization responsible for assigning e-mail addresses. Sponsor reserves the right to require entrants to show proof of being the authorized account holder. All entries become the property of Sponsor and will not be acknowledged or returned. Entrant is responsible for all online charges incurred with any Internet service provider and/or wireless carrier.

3. **Selection of Winners**: The potential winner(s) for a given sweepstakes or contest will be determined from all eligible entries received during the Entry 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 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 Entry 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, its 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 email 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, 225 Franklin St., 26th Floor, Boston, MA 02110, Attn: DraftKings Opt-Out.