

DRAFTKINGS SPORTSBOOK AT BOOT HILL CASINO & RESORT

HOUSE RULES

Version 12 – 06.30.2026

Table of Contents

I.	INTRODUCTION AND DEFINITIONS.....	4
II.	GENERAL RULES	9
A.	Methods of Funding a Bet	9
B.	Bet Acceptance & Ticket Accuracy	9
C.	Settlement Rules	10
D.	Unavailable Statistics, Incorrect Statistics, and Resettlement	18
E.	Betting and Payout	18
F.	Dead Heat Reduction Rules	19
G.	Voided Bets	20
H.	Prohibited Sports Betting Participant	21
I.	Responsible Gaming	22
J.	Admittance to the Sportsbook	23
K.	Documentation	24
L.	Promotions	24
M.	Prizes	25
N.	Miscellaneous	27
O.	Disclaimer of Warranties	28
P.	Indemnification	28
Q.	LIMITATION OF DRAFTKINGS' LIABILITY AND RESPONSIBILITIES AND WAIVER OF RIGHT TO JURY TRIAL	29
R.	Consent To Jurisdiction in Kansas, Choice of Law, Attorneys' Fees	31
S.	TIME BAR	32
T.	Complaint	32
U.	Cash Out	32
V.	Build a Bet	33
III.	BET TYPES AND MARKET RULES.....	33

IV. SPORT RULES.....	43
Athletics / Track & Field	43
Australian Football (Aussie) Rules	44
Badminton	45
Baseball	46
Basketball	56
Boxing	69
Chess	71
Competitive Eating	72
Cricket	73
Cycling	93
Darts	95
E-Sports	96
Football	97
Golf	109
Handball	123
Ice Hockey	124
Jai Alai	129
Lacrosse	131
Mixed Martial Arts	132
Motor Sports	136
Non-Sports Special Events	140
Rodeo and Professional Bull Riding	141
Rugby Union and Rugby League	142
Sailing	145
Snooker	146
Soccer	148
Softball	155
Surfing	156
Swimming	157
Table Tennis	158
Tennis	159
Volleyball	164

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I. INTRODUCTION AND DEFINITIONS

PLEASE CAREFULLY READ THESE DRAFTKINGS SPORTSBOOK AT BOOT HILL CASINO & RESORT HOUSE RULES BEFORE PLACING A BET. THESE DRAFTKINGS SPORTSBOOK AT BOOT HILL CASINO & RESORT HOUSE RULES AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. THESE DRAFTKINGS SPORTSBOOK AT BOOT HILL CASINO & RESORT HOUSE RULES ARE SUBJECT TO A WAIVER OF TRIAL BY JURY.

Crown KS Gaming LLC (“**DraftKings**”) provides the DraftKings sports betting services (the “**DraftKings Platform**”) at Boot Hill Casino & Resort (the “**Sportsbook**”). These DraftKings Sportsbook House Rules (the “**Rules**”) govern the bets placed through the DraftKings Platform at the Sportsbook and any promotions, offered by DraftKings in connection with the DraftKings Platform.

YOU MUST CHECK YOUR TICKET FOR ACCURACY AS ALL TICKETS ARE FINAL, AS PRINTED AFTER YOU LEAVE THE BET COUNTER OR KIOSK. DRAFTKINGS IS NOT RESPONSIBLE FOR MISPRINTED, MISWRITTEN, LOST, STOLEN, MUTILATED, DAMAGED, FORGED, AND/OR ALTERED TICKETS.

If there is conflict between the General Rules, Market Rules, and Sport Rules sections of these Rules, the conflict shall be resolved by giving precedent in the following order, from highest precedent to lowest: (1) the General Rules, with the exception of Section II(C) (Settlement Rules); (2) the Sport Rules; (3) Section II(C) (Settlement Rules) of the General Rules; and (4) the Market Rules. If there is a conflict between (1) Section II(C) (Settlement Rules), the Sport Rules, or the Market Rules and (2) any language in either the market title or the ticket for a bet, the language in the market title or ticket will prevail. Sport Rules shall only apply to Events (defined below) within that specific sport, and any definition in a specific set of Sport Rules will only apply within that specific set of Sport Rules. For any section, sub-section, or paragraph in these Rules with a header or section title that names any bet type(s), market type(s), or category(ies) of markets, any statement within that section sub-section, or paragraph of these Rules shall only apply to the bet type(s), market(s), or category(ies) of markets specified in the applicable section title or header.

By placing a bet with the Sportsbook, you agree to be, and are, bound by these Rules. Your placement of a bet through the Sportsbook is further subject to the regulations imposed by the Kansas Lottery and Kansas Racing and Gaming Commission (“**KRGC**”). DraftKings reserves the right to stop offering or make changes to the DraftKings Platform and any offerings on the DraftKings Platform at any time in DraftKings’ sole and absolute discretion, for any reason or no reason, with or without providing notice to you.

These Rules are to be interpreted in a manner that is consistent with all applicable Kansas Expanded Lottery Act requirements (including, but not limited to, KSA 74-8734(h)(17) and KSA 74-8734(o)).

In these Rules the following terms shall have the following meanings:

- A. **“Canceled”** means that an Event is scheduled but never starts. A Canceled Event is not postponed, rescheduled, or played later, and, as such, has no result.
- B. **“Conclude”** (in any tense) or **“Conclusion”** means that after the Event starts: (i) the Event reaches its intended, natural, or normal end; (ii) a winner or an official result is declared for the Event by the Event’s official governing body; (iii) a participant or team in the Event is advanced to the next stage of the Competition (if no winner of the Game is declared, but a participant or team in the Game is advanced to the next stage of the Competition); or (iv) a participant or team in the Event is declared champion by the Event’s official governing body (if the Event is a final or championship).
- C. **“Competition”** means two or more related Games between two or more participants or teams organized to determine an overall winner. For example only, Competitions include, but are not limited to, tournaments (for example only, a multi-round golf tournament), a full season of a sports league (for example only, a season of the English Premier League), a playoff series (for example only, the American League Championship Series for Major League Baseball), international multi-sport contests (for example only, the Olympics).
- D. **“Error”** means any of the following:
 - i. Any bet(s) accepted, settled, or otherwise resolved by DraftKings in violation of DraftKings’ policies, controls, procedures, or limits that were only accepted, settled, or otherwise resolved by DraftKings due to, or as a result of human error or a technical or mechanical problem or issue on, or in connection with, the DraftKings Platform;
 - ii. Except for any bet(s) at odds offered by DraftKings in connection with a clearly labeled promotion, any bet(s) accepted by DraftKings at odds that are meaningfully different, at the time the bet was accepted by DraftKings, from the odds offered in the United States for the same bet by sportsbooks similarly situated to DraftKings;
 - iii. Any bet(s) accepted by DraftKings where the odds for the bet, at the time the bet was accepted by DraftKings, reflect an incorrect score or situation for that Event at the time the bet was accepted by DraftKings, including, but not limited to, a bet accepted on Pre-Match markets for a specific Game after such Game starts; a bet, except for a bet at odds in connection with a clearly labeled promotion, accepted by DraftKings at odds that are materially inconsistent with the probability of the outcome bet on at the time the bet was accepted by DraftKings; or a bet accepted at odds that have not been updated on the DraftKings Platform after changed circumstances related to the

Event (for example only, the odds on a *Result of Offensive Drive Market* for a football Game were not updated after a completed pass for positive yards).

- iv. Any bet(s) accepted by DraftKings on an Event where the market or odds, at the time the bet was accepted by DraftKings, reflect a structure or format for such Event that is different from the format of the Event officially announced or scheduled at the time the bet was accepted by DraftKings. For example only, a bet accepted by DraftKings on a Game with odds that reflect the Game being two 45-minute halves, however, the Game was officially announced to be two 30-minute halves at the time the bet was accepted by DraftKings.
 - v. Any bet(s) accepted on participant(s) or team(s) that were misspelled on the DraftKings Platform where the correct participant(s) or team(s) could not be reasonably identified due to the misspelling;
 - vi. Any Past Posted Bet(s); or
 - vii. Any bet(s) accepted by DraftKings at the time of or after an announcement has been made or information has been released where: (a) the announcement or information affects the odds for the bet; and (b) the odds for the bet had not yet been updated on the DraftKings Platform to reflect the announcement or information. For example only, if an announcement is made that the starting running back of a football Game is not going to play in the Game, any bets on the backup running back accepted after such announcement was made, but before the odds on such backup running back have been updated on the DraftKings Platform to reflect the announcement is an Error.
- E. **“Event”** means the Occurrence, Game, or Competition that is the subject of the bet. For example only, an Event may include, but is not limited to, a single race, the 4th round in a golf tournament, an entire tournament or season, an exhibition, a fight, a bout, a match, the next drive in a football Game, the next at-bat in a baseball Game, or the next lap in a race.
- F. **“Game”** means a single game, contest, fight, fixture, match, race, bout, meet, match-up, or trial.
- G. **“Live”** means any bet marked as “Live” on the bet ticket.
- H. **“Influence Betting”** means an act or series of acts in which a customer, or parties acting in association with or on behalf of a customer, places a bet on an Event and then directly or indirectly influence, or attempt to directly or indirectly influence, the result of the Event.

- I. **“Interrupted”** means an Event has started and is then paused or stopped before the Event reaches its intended, natural, or normal end, including, but not limited to, the Event being suspended, delayed, postponed, or rescheduled, or due to a forfeiture, withdrawal, disqualification or retirement.
- J. **“Occurrence”** means any instance or segment within a specified Game for which DraftKings offers a bet. For example only, an Occurrence includes, but is not limited to, a specific play within the Game, the next touchdown within a Game, the next at-bat in a Game, or the next lap in a race.
- K. **“Participate”** (in any tense) or **“Participation”** means taking part in an Event. If an Event format has multiple rounds, **“Participation”** means that the competitor or team has started play in the 1st round of the Event (for example only, a qualifying or 1st round). For season-long Events, **“Participation”** means the competitor or team took part in at least 1 Game in the applicable regular season or equivalent season/schedule (for example only, the year’s racing schedule for Formula 1 or a season of the English Premier League).
- L. **“Past Posted Bet”** means any bet accepted by DraftKings on an Event once the outcome or result of the Event is known or knowable. For example only, a bet accepted by DraftKings on the total score of a Game, after the game has Concluded.
- M. **“Pre-Match”** means any bet that is not a Live bet.
- N. **“Push”** means a bet is settled as neither won nor lost (for example only, a bet on a *2-Way Moneyline Market* (where “Draw” is not offered as a Selection) and the Game bet on ends in a draw, or a bet on a *2-Way Point Spread Market* (where “Draw” is not offered as a Selection) with a spread of three points, and the Game ends with a score of 13 to 10) and only the stake amount of the bet is returned to the customer; provided that for a leg of a Parlay (as defined in the Market Rules), including a leg of a Same Game Parlay (as defined in the Market Rules) or Progressive Parlay (as defined in the Market Rules), that is settled as Push, the entire stake amount will not be returned and instead will remain on the Parlay with the remaining number of legs.
- O. **“Selection”** is any option or choice available to be bet on for a particular market on the DraftKings Platform.
- P. **“Syndicate Betting”** means an act or series of acts in which customers work together to place a bet or bets, including, but not limited to, legs in a Parlay, on an Event or multiple Events.
- Q. **“Unconditionally Determined”** means that before an Event is Concluded, settlement of a bet on that Event is certain and definitive. For example only, an over/under bet on 3.5

strikeouts thrown by Pitcher A in a regular season Major League Baseball game is Unconditionally Determined if Pitcher A is substituted out of the Game after throwing 4 strikeouts; however, if Running Back B has over 100 rushing yards in a Game, but the Game is suspended in the 3rd quarter, an over 100 rushing yards bet on Running Back B would not be Unconditionally Determined, as Running Back B could have accrued negative rushing yards if the Game was resumed.

II. GENERAL RULES

A. Methods of Funding a Bet

A bet may be funded through cash, sportsbook vouchers, Boot Hill casino chips, or winning tickets, and may include any other method approved by the Kansas Lottery and KRGC.

B. Bet Acceptance & Ticket Accuracy

- i. DraftKings reserves the right to refuse to accept all or part of any proposed bet(s) in its sole and absolute discretion, for any reason or no reason.
- ii. You must check your ticket for accuracy, as all tickets are final as printed after you leave the bet counter or kiosk. DraftKings is not responsible for misprinted, miswritten, lost, stolen, mutilated, damaged, forged, and/or altered tickets.
- iii. Once you place a bet, you cannot partially or totally change or void the bet or the odds associated with the bet, and you shall not have the right to void or change a bet upon request.
- iv. It is your sole responsibility to ensure you understand how the bet settles before placing the bet.
- v. All bets placed through the DraftKings Platform may be subject to a time delay prior to acceptance by DraftKings, and the length of such delay may vary. Whether there is a time delay, and the length of any time delay, shall be determined in DraftKings' sole and absolute discretion, for any reason or no reason.
- vi. A bet placed at the Sportsbook is only valid if DraftKings accepts the bet, and provides you with a ticket for such bet.
- vii. Selection(s) may be added or removed from a market by DraftKings at any time for any reason or no reason. Selection(s) for a bet may include late qualifiers or alternates that are added as Selection(s) to the market after the market was first offered or bets were placed on such market.
- viii. The start date and times displayed on the DraftKings Platform are for informational purposes only. DraftKings reserves the right to suspend and/or remove any markets at any time, in its sole and absolute discretion, for any reason or no reason. Some Events' start dates and times may be posted on the DraftKings Platform as a placeholder before the actual start dates and times are officially announced by the Event's official governing body. Bets will not be voided solely because the DraftKings

Platform has a placeholder start date or time that has not been updated or is incorrect compared with the official start date and time announced by the Event's official governing body.

- ix. DraftKings shall not be responsible for a lost, stolen, or unreadable ticket. DraftKings shall determine, in its sole and absolute discretion, if a ticket is redeemable. Winning tickets expire 180 days after the date of the conclusion of the Event or combination of Events that is the subject of the bet. After such period of time, you waive the right to payment of, and shall have no right to enforce payment of, the winning ticket.
- x. The time on the tickets is Central Prevailing Time.

C. Settlement Rules

- i. Except for instances where the winner or correct outcome was not listed as a Selection for a bet due to regulatory reasons, if the winning team, winning participant, or correct outcome of the Event was not listed as a Selection for the bet at the time the bet was accepted by DraftKings, the bet will be settled as lost.
- ii. Except for Futures Markets, if: (1) a bet is placed on a market that has only two Selections, (2) "Tie" or "Draw" is not offered as a Selection for the market at the time the bet was accepted by DraftKings, and (3) the outcome of the market is a tie or draw, such bet will be settled as Push. For example only, a bet on a 2-Way Moneyline Market for a Game that ends in a draw, a bet on a 2-Way Point Spread Market for a Game where the spread is three points and the Game ends with a score of 13 to 10, or an "Over" 100 total points bet on a Game that ends with a score of 60 to 40, will all be settled as Push.
- iii. Except for Futures Markets, if: (1) a bet is placed on a market that has more than two Selections, (2) "Tie" or "Draw" is not offered as a Selection for the market at the time the bet was accepted by DraftKings, and (3) there is a tie or draw between 2 or more winning Selections, such bet will be settled according to Dead Heat Reduction rules (as defined in Section E below).
- iv. For Futures Markets, if there is a tie or draw between two or more winning Selections, and "Tie" or "Draw" was not offered as a Selection at the time the bet was accepted by DraftKings, Dead Heat Reduction rules apply, regardless of the number of Selections for the market.
- v. If "Tie or "Draw" is a Selection for a market at the time the bet was accepted by DraftKings, and the outcome of the market is a tie or draw, the "Tie or "Draw" Selection will be settled as won, and bets on all other Selections will be settled as lost.

- vi. All bets, except for bets on 2-Way Moneyline Markets, include only statistics from regulation Game time and do not include any statistics from overtime or extra time periods of play or shootouts for settlement purposes.
- vii. Bets on 2-Way Moneyline Markets include results from any overtime and/or shootout for settlement purposes, and bets on 3-Way Moneyline Markets do not include results from any overtime and/or shootout for settlement purposes.
- viii. If settlement of a Selection is not certain and definitive when DraftKings settles the bet after Conclusion of the Event, bets on such Selection for that Event will be voided.
- ix. Event Cancellations and Interruptions
 - 1. Bets on an Event that is Canceled will be voided.
 - 2. Except for Futures Markets, if a Game does not start, or the Game's official governing body announces that a Game will not start, within two calendar days (local stadium time) of the Game's scheduled start date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.
 - 3. Except for boxing, mixed martial arts, and Futures Markets, if a Game has started; is then Interrupted; and such Game does not reach its intended, natural, or normal end within 48 hours from the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within 48 hours from the Game's last instance of play, bets on Moneyline Markets and Point Spread Markets for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.
 - 4. For a bet on a Futures Market, if the Event is not Concluded within 10 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bets on Futures Markets for that Event will be voided unless settlement is already Unconditionally Determined. For a bet on a Futures Market, if the Event is Concluded within 10 calendar days (eastern

prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a Futures Market for that Event will be settled based on the official results and statistics declared by the Event's official governing body. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

5. For bets on a Futures Market, if a Game related to the Futures Market is not played or the Game starts and does not reach its intended, natural, or normal end, any results or statistics from such Game that are declared official by the Game's official governing body before DraftKings settles the bet will count for settlement purposes. For example only, if Player A hits a home run in a regular season baseball Game that is later forfeited, if the official governing body for such Game declares the home run hit by Player A is official prior to DraftKings settling the bet, such home run would count as a home run for a Most Regular Season Home Runs Market for settlement purposes. For another example only, in a regular season football Game of Team A vs. Team B, and Team B is disqualified from the Game in the 3rd quarter, if Team A is declared the winner by the Game's official governing body, such win will be deemed a win towards a Regular Season Wins Market for settlement purposes.

x. Participation

1. Unless a market is labelled as "all-in", "run or not", or "all bets action", if a Selection for a bet does not Participate in a specific Event, all bets on such Selection for that Event will be voided.
2. Except for boxing, mixed martial arts, and Futures Markets, if a Game starts but does not reach its intended, natural, or normal end within 48 hours from the Game's last instance of play, including, but not limited to, due to a participant or team in the Game withdrawing, forfeiting, retiring, being disqualified, defaulting, or a no contest being declared, bets on Moneyline Markets and Point Spread Markets for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

3. Any default score imposed by the Game's official governing body in the event of a team or participant withdrawing, retiring, forfeiting, being disqualified, or otherwise similarly pulling out of or being removed from the Game (for example only, a 2-0 score for a National Football League Game that is forfeited by a team) will not be considered for settlement purposes. For example only, in a football Game of Team A vs. Team B where Team B forfeits the Game in the 3rd quarter with a score of 25 – 10 (in favor of Team A), and the Game's official governing body declares Team A the winner of the Game: (i) a bet on over 20 points scored in the Game will be settled as won since settlement was already Unconditionally Determined; and (ii) a bet on a Point Spread Market on Team A with a point spread of +1 will be voided even if the official score for the Game is declared as 2-0 due to the default score imposed by the Game's official governing body.
4. If a Selection for a bet Participates in a Competition, but then withdraws, retires, forfeits, is disqualified, or is similarly eliminated from such Competition, all bets on such Selection for that Competition will be settled as lost, unless settlement is already Unconditionally Determined.
5. For 3-Way Moneyline Markets and Head-2-Head Markets (including, but not limited to, Season-Long Head-2-Head Markets), if all Selections for such market do not Participate in the applicable Event and an official result is not declared by the Event's official governing body for at least one of the Selections within 48 hours from the Event's last instance of play, bets on 3-Way Moneyline Markets and Head-2-Head Markets for that Event will be voided.
6. For Grouped Markets, if: (i) one or more of the Selections for the market does not Participate in the Event or (ii) none of the Selections for the market receive an official result, as declared by the Event's official governing body, bets on such Grouped Market will be voided. The official result declared by the Event's official governing body will include any tie-breaking criteria used by the Event's official governing body.
7. If all Selections for a bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market are disqualified, forfeit, retire, withdraw, or are otherwise eliminated from the Event in the same round or at the same point in the Event, settlement of such 3-Way Moneyline Market, Head-2-Head Market, or Grouped Market will be based on the statistics from the round or at the point in the Event all Selections are disqualified, forfeit, retire, withdraw, or are otherwise eliminated from the Event.

8. If one or more of the Selections for a bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market is disqualified, forfeits, retires, withdraws, or is otherwise similarly eliminated from the Competition between Games of the Competition, any bet on a 3-Way Moneyline Market, a Head-2-Head Market, or a Grouped Market for that Competition that (i) includes the disqualified, forfeited, withdrawn, retired, or otherwise similarly eliminated Selection(s) and (ii) was placed after such disqualified, forfeited, withdrawn, retired, or otherwise similarly eliminated Selection's last instance of play will be voided.
 9. For all Regular Season Awards Markets, if the Selection bet on does not Participate in at least one Game during the specified regular season, all bets on such Selection will be voided.
 10. For all Post-Season Awards Markets, bets on a Selection will not be voided solely because such Selection does not Participate in the applicable post-season so long as such Selection does Participate in at least one regular season Game of the applicable season.
- xi. Format and Venue Changes
1. If before an Event starts there is a material change to the format or rules of the Event from what was officially announced or scheduled at the time the bet was accepted by DraftKings, that bet on such Event will be voided. If no official format and/or rules were announced or scheduled at the time the bet was accepted by DraftKings, the format and/or rules first announced or scheduled by the Event's official governing body shall be deemed the Event's official format and/or rules at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's format and/or rules is made by the Event's official governing body, the format and/or rules customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format and/or rules for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph. For example only, a bet is placed on a tennis match that was scheduled as a best-of-5 set format at the time the bet is accepted by DraftKings, then, after the bet was accepted by DraftKings, but before the match starts, the official governing body changes the format of the Match to best-of-3 sets, as a result, the bet placed before the format change will be voided.
 2. If after an Event starts there is a material change to the format or rules of the Event from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided unless settlement

is already Unconditionally Determined prior to the material change to the format or rules of the Event.

3. If the home and away designations for an Event are switched (for example only, the home team becomes the away team, and the away team becomes the home team) after the bet was accepted by DraftKings, such bet on that Event will be voided.
4. Bets for an Event will not be voided solely because the Event's venue is changed, except if the venue for the Event is changed to the home venue of either team competing in the Event, in which case, bets on such Event placed before the venue change will be voided.
5. Bets shall not be voided solely because there is a change in the type of scheduled playing surface for an Event (for example only, a tennis match being played on grass surface switching to a tennis match being played on a clay surface) or because the Event was moved to an outdoor setting from an indoor setting (or vice versa).

xii. Settlement Statistics

1. Except as set forth in Section II(D) (Unavailable Statistics, Incorrect Statistics, and Resettlement): (a) bets are settled using the statistics provided by the Event's official statistical provider or the Event's official governing body, at the time DraftKings initially settles the bet; and (b) if there is a conflict between the statistics of the Event's official statistical provider and the Event's official governing body, at the time DraftKings initially settles the bet, bets will be settled using the Event's official statistical provider.
2. If the statistics from the Event's official statistical provider or the Event's governing body are rounded by the statistical provider or official governing body, such rounded statistics will be used for settlement purposes.
3. Bets are generally settled within a reasonable period of time after the Event has Concluded, however, DraftKings may settle or partly settle some bets before the official result of the Event is announced or before the Event has Concluded, purely for the benefit of customers.
4. For bets on finishing positions in an Event or a winner of an Event, in each case, where such Event has a podium presentation, settlement of such bets will be determined based on the statistics at the time of the podium presentation, regardless of any subsequent protests, disqualifications, or amendments to the

results, with the exception of cases of clear and obvious error. For bets on finishing positions in an Event or a winner of an Event, in each case, for an Event that is scheduled to have a podium presentation, but there is no podium presentation, such bets will be settled in accordance with the first official statistics of the Event's official governing body after Conclusion of the Event, regardless of any subsequent protests, amendments to results, or disqualifications, with the exception of cases of clear and obvious error.

xiii. Settlement Rules for Futures, Season Long, and Series Markets

1. If the officially scheduled number of Games for a Competition changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, the following rules apply:
 - a. If the Competition's statistics are declared official by the Competition's official governing body or a winner of the Competition is declared by the Competition's official governing body, bets placed before the change to the number of Games for the Competition will be settled based on the statistics or winner declared by the Competition's official governing body; or
 - b. If the Competition's statistics are not declared official by the Competition's official governing body or if a winner is not declared by the Competition's official governing body, such bets on that Competition placed before the change to the number of Games will be voided unless settlement is already Unconditionally Determined.

If no official number of Games for the Competition was announced or scheduled at the time the bet was accepted by DraftKings, the number of Games for the Competition first announced or scheduled by the Competition's official governing body shall be deemed the Competition's official number of Games for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Competition's number of Games is made by the Competition's official governing body, the number of Games customarily used in the previous three iterations of the Competition will be deemed the officially announced or scheduled number of Games for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph.

2. Bets will not be voided solely due to a team relocation, a team's home venue changing, or a team name change prior to or during the applicable Competition.

xiv. Settlement Rules for Markets Related to Number of Medals Awarded (for example only, Country A Over/Under Total Number of Medals Won in Summer/Winter Olympics)

1. If multiple medals are awarded for the same position (for example only, two teams tie for 1st place and are both awarded a gold medal), all athletes or teams awarded a medal will be settled as receiving a medal.
2. For Number of Medals Won by Country Markets, if the full number of medals scheduled to be awarded for the Competition, at the time the bet was accepted by DraftKings, are not awarded, bets on Number of Medals Won by Country Markets for that Competition will be voided unless settlement is already Unconditionally Determined. Notwithstanding the foregoing sentence, if duplicate medals are awarded (for example only, if there is a tie for 1st place between three athletes and all three athletes agree to split, and are awarded, the gold medal, or if instead of holding a bronze medal boxing match, two fighters are awarded a bronze medal), such duplicate medals shall only be counted as one medal awarded in the Competition for purposes of this paragraph. For example only, if two athletes from the same team or country are tied for 1st and each is awarded a gold medal, and then silver and bronze are awarded to different athletes, only one gold medal will be deemed to have been awarded to the team or country from which the 1st place athletes are from for purposes of this paragraph. If two or more athletes are from different teams or countries and receive duplicate medals, each country will be credited with a medal for purposes of settling *Number of Medals Won by Country Markets*. If there is no number of medals scheduled to be awarded for the Competition at the time the bet was accepted by DraftKings, the first announced number of medals scheduled to be awarded for the Competition by the Competition's official governing body will be deemed the full number of medals scheduled to be awarded for the Competition at the time the bet was accepted by DraftKings for purposes of this paragraph. If no silver or bronze medals are awarded, medals will not be counted for any athletes or teams that finish in second (2nd) or third (3rd) place, respectively, for the purposes of settling *Number of Medals Won by Country Markets*.
3. For Number of Medals Won by Athlete Markets, for non-individual Events, the athlete must Participate in the medal round (final round) for that medal to count towards the athlete's total medals.
4. Any medals won in a team sport or contest will count as one medal for any Number of Medals Won Markets, not by the number of athletes on such team or country that received a medal.

D. Unavailable Statistics, Incorrect Statistics, and Resettlement

- i. In instances where (i) there is sufficient evidence that the statistics from the Event's official statistical provider or official governing body are unequivocally incorrect or (ii) statistics from the Event's official statistical provider or Event's official governing body are not available, DraftKings reserves the right to settle bets using statistics from reliable sources. If no official statistics and/or reliable sources of information are available within 48 hours after the Conclusion of the applicable Event, all applicable bets for such Event will be voided.
- ii. DraftKings reserves the right to re-settle any bet(s) if the official statistics from the Event's official governing body are different from the statistics on which DraftKings settled the bet(s) or the statistics from such Event are later vacated or declared unofficial, in each case, by the Event's official governing body.
- iii. DraftKings reserves the right to re-settle a bet if the bet was incorrectly settled due to mistake, human error, technical or mechanical issues.

E. Betting and Payout

- i. The minimum bet amount is ten U.S. cents (\$0.10). DraftKings may limit the maximum bet amount such that the maximum net payout limit on any bet or combinations of bets or Parlay bet (as defined in the Market Rules) does not exceed ONE MILLION SIX HUNDRED FIFTY THOUSAND U.S. DOLLARS (\$1,650,000) (the "**Maximum Payout**"). The Maximum Payout limit applies to a patron, or group of patrons acting together, regardless of whether or not such bets are struck separately, at a range of different prices, or on different days. DraftKings may lower the Maximum Payout limit for any patron in its sole and absolute discretion, with or without notice, for any reason or no reason. Unless explicitly agreed to by DraftKings and subject to any required regulatory approvals, any bet or series of bets resulting in a net payout exceeding the Maximum Payout will be voided, including, but not limited to, such bet(s) circumventing DraftKings' risk management policies and procedures.
- ii. All currently offered odds for Events are as displayed on the DraftKings Platform. Any updated odds will be updated and displayed on the DraftKings Platform. Before a bet is accepted by DraftKings, all market odds are subject to variation at any time. For any changes in odds for a market between when you add a Selection to your bet ticket and before the bet is accepted by DraftKings, you will be required to manually accept such odds change. Once you place a bet, you cannot partially or totally change the odds associated with the bet, regardless of any previous or future odds publication on the DraftKings Platform or odds publications in any other media.

- iii. All payout calculations will be based on American odds irrespective of any other odds format display chosen by you at the time of bet placement. American odds express the amount to be won on a \$100 U.S. Dollars bet for positive (+) odds or the amount needed to bet to win \$100 U.S. Dollars for negative (-) odds.
- iv. If an Event is being investigated or reviewed for integrity or other concerns, DraftKings may withhold settlement of bets on such Event to allow for an investigation or during an investigation and/or void bets on such Event.
- v. Upon request, you must provide DraftKings with valid identification, acceptable to DraftKings, including, but not limited to, in order to place a bet with the Sportsbook or receive payment for a winning ticket.

F. Dead Heat Reduction Rules

- i. Dead Heat Reduction (“**DHR**”) rules is a method for settling a bet in the event of a tie between winning Selections and is calculated by dividing the odds proportionally among the number of winning Selections for the applicable bet. For example only, in a 2-way tie where Dead Heat Reduction rules apply, your payout would be half of what was originally projected in the bet ticket at the time of bet placement. For further example only:
 - You bet \$50 on Golfer A to have the best score among a group of three other golfers at 2.5 in decimal odds (+150 in American odds).
 - The Event ends with Golfer A tied with one other golfer for the best score in the group.
 - $2.5 \text{ (original odds)} \div 2 \text{ (number of winning Selections who tied)} = 1.25 \text{ (DHR odds)}$
 - $\$50 \times 1.25 = \62.50 payout

Dead Heat Reduction rule for a bet involving more than 1 finishing position (for example only, golfer to finish in the top 10) is calculated by dividing the number of participants or teams who tied for a position by the number of remaining finishing positions, including the position where the Selection finished, and dividing the original odds for the bet by that number. For example only:

- You bet \$50 on Golfer A to place in the top 10 of a tournament at 3.0 in decimal odds (+200 in American odds).
- The tournament ends with Golfer A tying for 8th place with five other golfers.
- $6 \text{ (number of tied golfers)} \div 3 \text{ (8th, 9th \& 10th places)} = 2.0$

- $3.0 \text{ (original odds)} \div 2.0 \text{ (new odds)} = 1.5 \text{ (DHR odds)}$
- $\$50 \times 1.5 = \75 payout

G. Voided Bets

- i. Without prejudice to any other provision in these Rules (including, but not limited to, the Sport Rules), a bet will be voided, totally or partially, irrespective of the bet being settled or Unconditionally Determined, if any of the following circumstances have occurred:
 1. Subject to any required regulatory approvals, an Error in connection with the bet;
 2. The bet was accepted by DraftKings on an Event that was directly or indirectly affected by illegal or suspected illegal activity. If there are any concerns that an incident that directly or indirectly affected an Event is related to any illegal or suspected illegal activity, DraftKings may withhold settlement of bets on such Event while the concerns are being investigated and/or void bets on such Event;
 3. The bet was accepted by DraftKings after the last instance of play on an Event;
 4. A customer places multiple copies of the same bet or places a series of bets that contain the same or similar Selection(s). When this occurs, all bets will be voided apart from the 1st bet placed. For example only, one Selection is repeatedly included as a leg in multiple Parlay bets (as defined in the Market Rules) where the other legs of the Parlay bets involve Selections with high-probability odds; or
 5. Subject to any required regulatory approvals, except for a Progressive Parlay (as defined in the Market Rules) or Same Game Parlay (as defined in the Market Rules), any Parlay bet that includes two or more Selections where the outcomes of the Selections are correlated, regardless of the odds of such Selections.
- ii. DraftKings may void any bet placed: (1) in connection with Influence Betting; (2) in connection with Syndicate Betting; or (3) on an Event where the integrity of such Event, including, but not limited to, any participant(s) or team(s) Participating in the Event, being compromised or suspected of being compromised (including, but not limited to, any instance of game-rigging).
- iii. Except for misspellings or misstatements where the correct participant(s) or team(s) in connection with the bet could reasonably be identified, DraftKings may void bets placed on: (1) an Event that is not scheduled to take place or that does not exist and (2) on a participant or team that does not exist, is never scheduled to Participate in the Event, or is a member of a team that is not specified on the bet ticket.

- iv. For any Game that is a one team versus one team sport, a one participant versus one participant Game (for example only, a singles tennis match), or a two participant versus two participant Game (for example only, a doubles tennis match), if the opponent for such Game changes after the bet is accepted by DraftKings, bets on such Game will be voided.
- v. Bets for a market will be voided if a participant, team, or country wins the applicable Event and such participant, team, or country was not listed as a Selection for such market due to regulatory reasons.
- vi. If DraftKings simultaneously offers the same market multiple times on the DraftKings Platform, even if such markets are offered with the same or different odds, any Parlay bet (as defined in the Market Rules) that includes legs on more than one of the duplicate markets will be voided.

H. Prohibited Sports Betting Participant

- i. In addition to any prohibitions set forth in the Terms, the following individuals are prohibited from placing any bet on the DraftKings Platform:
 - 1. An individual under twenty-one (21) years of age;
 - 2. An individual not physically located in the authorized geographic boundaries of the state of Kansas;
 - 3. An individual placing a bet in violation of any local, state, or federal law, rule, or regulation;
 - 4. An individual betting on behalf of another individual including, but not limited to, as an agent or proxy for another individual;
 - 5. A lottery gaming facility manager, and any director, officer, owner, or employee of such manager, and any relative living in the same household as such persons, place bets with the manager at the manager's location or through the manager's interactive sports betting platform;
 - 6. An interactive sports betting platform, any director, officer, owner, or employee of such platform, and any relative living in the same household as such persons, placing bets through such platform or at the manager's location;
 - 7. An individual who is a director, officer, owner, or employee of the interactive sports wagering platform, and any relative living in the same household as such persons, placing bets with the manager;

8. An individual who is in breach of any rule or policy of any sports governing body which the individual is a member;
 9. An individual who is an athlete, coach, trainer, official, owner, referee, player union, umpire, referee union, employee, or any other person participating in any sport Event approved for betting by the Kansas Lottery;
 10. An individual with access to nonpublic confidential information held by the lottery gaming facility manager when attempting to place bets with such manager;
 11. An individual who is an athlete, coach, trainer, official, referee, umpire, or any employee or staff member of a sports governing body or organizer in connection with a bet on an Event with which such individual or sports governing body or organizer is affiliated;
 12. An individual who is voluntarily or involuntarily excluded or prohibited from participating in sports betting activities in the state of Kansas;
 13. An individual placing bets who has been convicted of any felony or misdemeanor offense involving sports betting, including, but not limited to, the use of funds derived from illegal activity to make bets, placing bets to conceal money derived from illegal activity, the use of other individuals to place wagers as part of any betting scheme to circumvent any provision of federal or state law, and the use of false identification to facilitate the placement of any bet or the collection of any prize in violation of federal or state law; or
 14. An individual whose conduct may undermine the integrity of the betting or the Event or who is excluded from betting for other good cause, including, but not limited to, an attempt to place a bet as an agent or a proxy.
- ii. If any bets are placed by any prohibited sports betting participants, such bets shall be voided.

I. Responsible Gaming

- i. Information on responsible gaming may be found at <https://rg.draftkings.com/>.



J. Admittance to the Sportsbook

- i. DraftKings or its designee, as applicable, may prohibit you from entering, and/or remove you from the Sportsbook, for any reason or no reason, in its sole and absolute discretion. You must follow all policies, instructions, and requirements of the Sportsbook while present in the Sportsbook, including, but not limited to, health and safety protocols, which may include vaccination requirements, health screening protocols for infectious diseases, wearing masks, and social distancing.
- ii. DraftKings, its parents, subsidiaries, affiliates, successors, and assigns, as well as the officers, directors, employees, agents, contractors, shareholders, and representatives of all of the foregoing (collectively, the "**DraftKings Released Parties**") are not, and will not be, liable to you for prohibiting you from entering the Sportsbook, removing you from the Sportsbook, refusing to accept any bet or any portion of a bet, or voiding of any bet(s) or portion of a bet. You acknowledge and agree that your denied entry to or removal from, the Sportsbook, or the refusal to accept any bet(s), the voiding of any bet(s), and/or your forfeiture and/or return of any winnings shall in no way prevent the DraftKings Released Parties from pursuing any criminal or civil proceedings against you.
- iii. YOU REPRESENT AND WARRANT THAT ENTERING AND BEING PRESENT AT THE SPORTSBOOK IS WHOLLY VOLUNTARY. BY ENTERING THE SPORTSBOOK, YOU ASSUME THE RISKS ASSOCIATED WITH FACTORS AND OCCURRENCES THAT MAY IMPACT OR AFFECT YOUR HEALTH OR SAFETY, INCLUDING, BUT NOT LIMITED TO, DISEASES, ILLNESSES, VIRUSES, AND CONSEQUENTIAL HEALTH EFFECTS. YOU UNDERSTAND AND ACCEPT THE RISK THAT BEING PRESENT AT THE SPORTSBOOK MAY EXPOSE YOU TO ILLNESS, INJURY, OR OTHER HARM. ENTERING AND BEING PRESENT AT THE SPORTSBOOK IS AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ANY AND ALL ASSOCIATED RISK OF BODILY INJURY, DEATH, AND/OR ILLNESS.
- iv. Except where prohibited by law, by entering the Sportsbook, placing a bet, and/or accepting any winnings, you grant DraftKings and its affiliates the worldwide, perpetual, irrevocable, enterprise wide, royalty-free right to use your name, photograph, image, likeness, statements, biographical information, voice, city and state of residence, and other identifying information in any and all forms of media, now known or hereafter devised, for advertising and promotional purposes related to the Sportsbook and/or DraftKings or its affiliates' other products and services without any additional consideration, compensation, notification, review, approval, or permission. You hereby agree to immediately sign any publicity release provided to you by DraftKings.

K. Documentation

- i. You may be required to provide DraftKings with information and/or documentation, as determined by DraftKings in its sole and absolute discretion, for any reason or no reason, prior to placing a bet or receiving winnings, to verify your identity, and/or to prove that all eligibility requirements were met. Until you provide accurate and complete information in response to a request therefor or in the event you fail to promptly provide such responsive information, in addition to any other rights and/or remedies available to DraftKings under these Rules or under federal or state law or regulation, DraftKings may, among other things, prohibit you from placing a bet, void any bet(s), and/or withhold any winnings. You represent and warrant that all information you provide to DraftKings is accurate and complete. In the event of any question, concern, or dispute as to your identity or eligibility, DraftKings may utilize certain information collected by DraftKings to assist in verifying your identity and/or eligibility, as determined in DraftKings' sole and absolute discretion, for any reason or no reason.
- ii. You agree to provide DraftKings with all information requested by DraftKings and to provide any other assistance or cooperation in connection with DraftKings' investigation of any bet(s). In the event you decline to provide DraftKings with such information or otherwise fail to fully assist and cooperate with DraftKings in connection with any investigation of any bet(s), you agree to forfeit, waive all claims to, and/or return all winnings associated with such bet(s).

L. Promotions

- i. These Rules apply to all promotions, bonuses, missions, achievements, or similar offers, in each case, offered by DraftKings connection with the Sportsbook ("**Promotions**"). DraftKings reserves the right at any time to (i) prohibit you from participating in any Promotions offered by DraftKings and (ii) stop offering any Promotions, in each case, as determined by DraftKings in its sole and absolute discretion, for any reason or no reason.
- ii. Each Promotion may have additional terms, conditions, rules, and/or eligibility requirements associated with it ("**Promotional Terms**"), which will be made available or communicated to you and which will be immediately binding and enforceable.
- iii. All Promotional Terms are hereby incorporated by reference into these Rules in their entirety, including any amendments made to the Promotional Terms. You are solely responsible for reading and understanding the Promotional Terms applicable to any Promotion(s) that you enter or in which you participate. In the event of a conflict between these Rules and any Promotional Terms for the Promotion, the Promotional

Terms shall govern, and nothing in these Rules shall alter, amend, modify, invalidate, or void any term or condition in the Promotional Terms. Each Promotion is only open to individuals who meet all eligibility requirements of the Promotion and comply with the Promotional Terms. In the event you violate the Rules or Promotional Terms, in addition to any other rights and remedies, DraftKings may withhold, void, or require the return of any prizes or rewards associated with the Promotion. No more than the stated prizes of the Promotion will be awarded.

M. Prizes

- i. No substitution or transfer of any prize, including, but not limited to, in connection with a Promotion, is permitted, except that DraftKings reserves the right, in its sole and absolute discretion, for any reason or no reason, to substitute a prize of equal or greater value. All prizes are awarded "as is" and without warranty of any kind, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
- ii. For any prizes, including, but not limited to, in connection with a Promotion, involving attendance at an event, experience, and/or travel:
 1. You must follow all policies, instructions, and requirements of DraftKings or any venues while attending or participating in the prize, and you must follow all health and safety protocols implemented by DraftKings and any hotels, spaces, and/or venues associated with the prize, which may include vaccination requirements, health screening protocols for infectious diseases, wearing masks, and social distancing;
 2. DraftKings may prohibit you from participating in or attending the prize event, or any component of the prize in the event you are unable to comply with or violate any health and safety protocols as set forth herein;
 3. You are solely responsible for determining any age requirements for participating in or attending the prize event, and you acknowledge and agree that DraftKings or any venues may prohibit your participation in or attendance at the prize event in the event you or your guests (in the event any) do not meet any applicable age requirements;
 4. You shall be responsible and liable for all acts or omissions of you and your guests (in the event applicable) and ensuring that you and your guests comply with all policies, instructions, and requirements of DraftKings and any hotels, spaces, and/or venues associated with the prize;

5. DraftKings has the right, in its sole and absolute discretion, for any reason or no reason, to exclude or remove you and/or any of your guests (in the event applicable) from participation in or attendance at the prize event and/or deny admission to or remove you and/or any of your guests (in the event applicable) from any hotels, spaces and/or venues associated with the prize;
6. You hereby acknowledge that you and any of your guests (in the event applicable) may be required to sign additional waivers and/or releases related to your participation in or attendance at a prize event as a pre-condition of your attendance at or participation in such prize event;
7. YOU REPRESENT AND WARRANT THAT ATTENDING A PRIZE EVENT, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A PROMOTION, IN PERSON IS WHOLLY VOLUNTARY, AND THAT YOU ARE FULLY AWARE OF THE HAZARDS, DANGERS, AND RISKS INVOLVED, INCLUDING SERIOUS INJURY, ILLNESS, AND DEATH. BY ATTENDING A PRIZE EVENT IN PERSON, YOU ASSUME THE RISK OF SUCH FACTORS AND OCCURRENCES AND FURTHER ACKNOWLEDGE AND ACCEPT THE RISKS ASSOCIATED WITH OTHER FACTORS AND OCCURRENCES THAT MAY IMPACT OR AFFECT YOUR HEALTH OR SAFETY, INCLUDING, BUT NOT LIMITED TO, THE CORONAVIRUS, AND OTHER DISEASES, ILLNESSES, VIRUSES, AND CONSEQUENTIAL HEALTH EFFECTS. IN PARTICULAR, YOU UNDERSTAND AND ACCEPT THE RISK THAT ATTENDING A PRIZE EVENT IN PERSON MAY EXPOSE YOU TO ILLNESS, INJURY, OR OTHER HARM, INCLUDING, BUT NOT LIMITED TO, EXPOSURE TO COVID-19. YOUR ATTENDANCE AND PARTICIPATION AT ANY IN-PERSON PRIZE EVENT IS AT YOUR OWN RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ANY AND ALL ASSOCIATED RISK OF BODILY INJURY, DEATH, AND/OR ILLNESS, QUARANTINE, AND TRAVEL-RELATED EXPENSES;
8. BY ATTENDING OR PARTICIPATING IN ANY IN PERSON PRIZE EVENT, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A PROMOTION, YOU UNDERSTAND AND AGREE THAT THE DRAFTKINGS RELEASED PARTIES (AS DEFINED IN THE ADMITTANCE TO THE SPORTSBOOK SECTION ABOVE) LIMIT THEIR LIABILITY IN CONNECTION WITH YOUR ATTENDANCE OR PARTICIPATION IN AN IN-PERSON PRIZE EVENT, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH A PROMOTION, AS SET FORTH IN THIS SECTION II(M) (Prizes). UNDER NO CIRCUMSTANCES SHALL THE DRAFTKINGS RELEASED PARTIES BE LIABLE TO YOU OR YOUR GUESTS FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR PARTICIPATION IN OR ATTENDANCE AT AN IN PERSON PRIZE EVENT, AND/OR

YOUR TRAVEL TO AND FROM AN IN PERSON PRIZE EVENT, EVEN IN THE EVENT FORESEEABLE OR EVEN IN THE EVENT THE DRAFTKINGS RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, OR THEFT OR DESTRUCTION). IN NO EVENT WILL THE DRAFTKINGS RELEASED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OR PERSONAL INJURY;

9. By attending or participating in any in person prize event, including, but not limited to, in connection with a Promotion, you agree to indemnify, release, and hold harmless the DraftKings Released Parties and Sportsbook from any and all liability, claims, actions, proceedings, damages, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees, court costs, and other legal expenses, including, but not limited to, those costs incurred at the trial and appellate levels), fines, penalties, or settlements of any kind whatsoever, including, without limitation, personal injury, death, or losses to or damage of property, which directly or indirectly arise from, are related to, or are based upon you or your guest's participation in or attendance at an in person prize event, and/or your travel to and from an in person prize event; and
10. In the event you or any of your guest(s) are denied entry to, removed from, or otherwise prohibited from attending a prize event for a violation of these Rules, the DraftKings Released Parties will not be responsible for providing a replacement prize or otherwise compensating you for your loss of the prize event.

N. Miscellaneous

- i. Without limiting any other remedies available to DraftKings, in the event any bet is placed under suspicious circumstances or you engage in conduct or utilize any information DraftKings deems to be improper, fraudulent, suspicious, cheating, dishonest, or unfair in connection with placing any bet(s), subject to any required regulatory approvals, DraftKings may void any bet(s) or series of bets, withhold payment of any winnings, and/or require you to return any associated winnings.
- ii. In cases where DraftKings determines in its sole discretion that these Rules are inconclusive on an issue, DraftKings may settle bets on a case-by-case and non-precedential basis taking into account generally accepted industry standards.

- iii. Nothing in these Rules shall create or confer any rights or other benefits in favor of any third parties except as specifically provided herein.
- iv. Nothing in these Rules shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship, or joint venture between you and any of the DraftKings Released Parties.
- v. DraftKings reserves the right to assign, sublicense, pledge, or otherwise transfer any (bets), responsibilities and rights under these Rules, and any of DraftKings' rights or obligations under these Rules, in each case, in whole or in part, to any affiliate of DraftKings or any third party, without your consent or notice to you.
- vi. Except where the context otherwise requires: (A) words denoting the singular include the plural and vice versa; (B) words denoting any one gender include all genders; and (C) words denoting persons includes partnerships, corporations, and limited liability companies and vice versa.

O. Disclaimer of Warranties

- i. THE DRAFTKINGS RELEASED PARTIES (AS DEFINED IN THE ADMITTANCE TO THE SPORTSBOK SECTION ABOVE) DISCLAIM ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, AND COVENANTS RELATED TO THE SPORTSBOK, INCLUDING, BUT NOT LIMITED TO, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE, TO THE FULLEST EXTENT PERMISSIBLE BY LAW.
- ii. THE DRAFTKINGS RELEASED PARTIES MAKE NO REPRESENTATIONS, WARRANTIES, OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR CORRECTNESS OF ANY CONTENT OR INFORMATION PROVIDED ON THE DRAFTKINGS PLATFORM OR AT THE SPORTSBOK.
- iii. THE DRAFTKINGS RELEASED PARTIES DO NOT WARRANT THAT YOUR BETTING IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND, IN ANY EVENT, THE DRAFTKINGS RELEASED PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. YOU UNDERSTAND THAT BY PLACING A BET AT THE SPORTSBOK, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN THE JURISDICTION WHERE YOU PLACED SUCH BET.

P. Indemnification

By visiting the Sportsbook, placing a bet at the Sportsbook, and/or accepting any winnings from the Sportsbook, you agree to indemnify, release, and hold harmless the DraftKings

Released Parties (as defined in the Admittance to the Sportsbook Section above) from any and all liability, claims, actions, proceedings, damages, losses, costs, expenses (including reasonable attorneys' fees, court costs and other legal expenses, including, but not limited to, those costs incurred at the trial and appellate levels and in any bankruptcy, reorganization, insolvency, or other similar proceedings), fines, penalties, or settlements of any kind whatsoever, including, but not limited to, those relating to personal injury, death, or losses to or damage of property, which directly or indirectly arise from, are related to, or are based upon the following **"Indemnification Claims"**:

- i. your presence at the Sportsbook, including, but not limited to, traveling to or participating in any events or activities related to the Sportsbook, and any bets you placed with the Sportsbook;
- ii. your breach of these Rules;
- iii. your violation of any laws, rules, government orders, or regulations in connection with your presence at the Sportsbook or bets you placed with the Sportsbook;
- iv. your rights of publicity or privacy; and
- v. use of any information you submit to DraftKings or its affiliates, including, but not limited to, any false or misleading information provided by you or any misrepresentations made by you.

Without waiving any rights under this section II(P) (Indemnification) DraftKings reserves the right, without your consent, to control the settlement and/or defense of any Indemnification Claim(s). You agree to provide DraftKings with any cooperation, assistance, and/or information requested by DraftKings in connection with DraftKings' settlement or defense of any Indemnification Claim(s). You will not, without DraftKings' prior written consent, enter into any settlement agreements in relation to any Indemnification Claim(s) or make any statements or admissions or take any action that prejudices the defense of any Indemnification Claim(s).

Q. LIMITATION OF DRAFTKINGS' LIABILITY AND RESPONSIBILITIES AND WAIVER OF RIGHT TO JURY TRIAL

THE FOLLOWING SUBSTANTIALLY LIMITS THE RESPONSIBILITIES OF THE DRAFTKINGS RELEASED PARTIES (AS DEFINED IN THE ADMITTANCE TO THE SPORTSBOOK SECTION ABOVE). PLEASE REVIEW THE FOLLOWING SECTION CAREFULLY.

- i. The DraftKings Released Parties are not responsible for any incorrect, invalid, or inaccurate information; Error; incomplete, incorrect, unintended, or mistaken bets; human errors; postal delays/postage due mail; technical malfunctions; failures, including, but not limited to, public utility, telephone, or Internet outages; any injury,

death, bodily harm, or damage to your property; your inability to place a bet; bets that are processed incorrectly, are not accepted, or are lost due to telephone, Internet, or postal issues, computer or electronic malfunctions, traffic congestion on telephone lines, or transmission systems; typographical, printing, or other errors; or any combination thereof.

- ii. The DraftKings Released Parties are not liable for or deemed in default of these Rules due to any delay or failure by DraftKings to comply with any provision of the Rules or to accept any bet(s) due to any cause beyond the control of DraftKings, including, but not limited to, acts of God, acts of nature, acts of Government or other competent regulatory or executive authority, war or national emergency, riots, civil commotion, fire, explosion, flood, lightning, extremely severe weather, epidemic, pandemic, or lock-outs, strikes, and other industrial disputes.
- iii. BY ENTERING AND BEING PRESENT AT THE SPORTSBOOK AND/OR PLACING A BET WITH THE SPORTSBOOK, YOU UNDERSTAND AND AGREE THAT THE DRAFTKINGS RELEASED PARTIES LIMIT THEIR LIABILITY IN CONNECTION WITH YOUR PRESENCE AT THE SPORTSBOOK AS SET FORTH IN THIS SECTION. UNDER NO CIRCUMSTANCES SHALL THE DRAFTKINGS RELEASED PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR PRESENCE AT THE SPORTSBOOK OR ANY BET(S) YOU PLACE WITH THE SPORTSBOOK, EVEN IN THE EVENT FORESEEABLE OR EVEN IN THE EVENT THE DRAFTKINGS RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, OR THEFT OR DESTRUCTION). IN NO EVENT WILL THE DRAFTKINGS RELEASED PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, BUT NOT LIMITED TO, DEATH OR PERSONAL INJURY.
- iv. YOU UNDERSTAND AND AGREE THAT THE DRAFTKINGS RELEASED PARTIES LIMIT THEIR LIABILITY IN CONNECTION WITH ANY BETS YOU PLACE WITH THE SPORTSBOOK AS SET FORTH IN THIS SECTION II(Q) (LIMITATION OF DRAFTKINGS' LIABILITY AND RESPONSIBILITIES AND WAIVER OF RIGHT TO JURY TRIAL), WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR TORT (INCLUDING, BUT NOT LIMITED TO, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION). UNDER NO CIRCUMSTANCES SHALL THE DRAFTKINGS RELEASED PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR

CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (I) ANY BET(S) PLACED WITH THE SPORTSBOOK; (II) THE INABILITY TO PLACE A BET WITH THE SPORTSBOOK; (III) ANY ERRORS; (IV) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY DRAFTKINGS OR LAW ENFORCEMENT AUTHORITIES REGARDING ANY BET(S) PLACED BY YOU WITH THE SPORTSBOOK; (V) ANY ERRORS OR OMISSIONS RELATED TO THE PLACEMENT OR ATTEMPTED PLACEMENT OF A BET WITH THE SPORTSBOOK, IN EACH CASE OF (I) THROUGH (V), EVEN IN THE EVENT FORESEEABLE OR EVEN IN THE EVENT THE DRAFTKINGS RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- v. THE DRAFTKINGS RELEASED PARTIES ARE NOT LIABLE TO YOU FOR ANY MISPRINTED, MISWRITTEN, LOST, STOLEN, MUTILATED, FORGED, OR ALTERED SPORTSBOOK TICKETS OR SPORTSBOOK VOUCHERS.
- vi. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
- vii. IN NO EVENT SHALL THE DRAFTKINGS RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

R. Consent To Jurisdiction in Kansas, Choice of Law, Attorneys' Fees

- i. In the event you have any questions, concerns, or complaints related to the Sportsbook, please e-mail DraftKings' customer support at support@draftkings.com. You agree to use reasonable and good faith efforts to attempt to resolve any complaints, disputes, claims, or controversies you have regarding the Sportsbook through DraftKings' customer support prior to commencing any lawsuit.
- ii. These Rules shall be governed by the internal substantive laws of Kansas, without respect to its conflict of laws principles or any other law or regulation that would permit or require the application of the substantive laws of any jurisdiction other than Kansas. The exclusive jurisdiction and venue for all proceedings involving any and all disputes, claims, causes of action, or controversies arising out of or relating to these Rules, the breach thereof, any bets placed with the Sportsbook, or your presence at the Sportsbook (collectively "**Claims**") shall be the courts of competent jurisdiction sitting in Kansas (the "**Forum**"). You hereby irrevocably waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient. In the event that you initiate a proceeding involving a Claim in a location other than in the Forum, you agree that DraftKings shall recover from you all attorneys' fees and expenses reasonably incurred in enforcing the Forum

to which you and DraftKings have agreed to herein. YOU IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY CLAIMS.

S. TIME BAR

You agree, except to the extent prohibited by applicable law, that any and all Claims you have must be commenced within one (1) year from the date the cause of action for such Claim accrues, or you irrevocably waive such Claim and are forever barred from asserting such Claim.

T. Complaint

If you have a complaint regarding the Sportsbook, please contact the Sportsbook supervisor. To the extent that any complaint(s) you submit are not resolved to your satisfaction, you may submit a complaint to the KRGC.

U. Cash Out

“Cash Out” is a feature that allows you to take a return on a bet before the final outcome of the Event is determined, at a value specified by DraftKings at the time the Cash Out is offered by DraftKings. The Cash Out feature is offered at DraftKings’ sole and absolute discretion, and its availability for any given bet is not guaranteed. Even though the Cash Out feature is offered for a particular bet, DraftKings may stop offering the Cash Out feature for such bet at any time in its sole and absolute discretion. Cash Out requests may be subject to a time delay, and whether there is a time delay, and the length of any time delay, shall be determined in DraftKings’ sole and absolute discretion. If during this delay, the Cash Out offer is removed or the return specified by DraftKings for the Cash Out fluctuates, the Cash Out request will not be accepted and you will be notified with an on-screen message. Should a Cash Out request be accepted by DraftKings, the bet will be settled immediately and any subsequent results which occur in relation with the bet will not be taken into account. If a Cash Out bet is affected by a technical, pricing, or any Error at any time between the time of original bet placement and when the Cash Out is accepted by DraftKings, DraftKings reserves the right, subject to any required regulatory approvals, to rectify such inaccuracy in DraftKings’ sole and absolute discretion.

III. BET TYPES AND MARKET RULES

2-Way Point Spread Markets and 2-Way Handicap Markets

Point Spread Markets and *Handicap Markets* facilitate betting on whether the chosen outcome will win by more, or lose by less, than a specific number of points as stated for the bet. "Tie" or "Draw" are not offered as Selections for *2-Way Point Spread Markets* or *2-Way Handicap Markets*. If a whole number is offered as the point spread or handicap, bets will be settled as Push if the outcome bet on is tied after the point spread or handicap for the bet has been applied.

3-Way Point Spread Markets and 3-Way Handicap Markets

In *3-Way Point Spread Markets* and *3-Way Handicap Markets*, "Tie" or "Draw" is offered as a Selection in addition to Selections on "+" point spread or handicap and "-" point spread or handicap. Bets on "Tie" or "Draw" as Selections in *3-Way Point Spread Markets* and *3-Way Handicap Markets* will be settled as won if the outcome bet on is a tie or draw after the point spread or handicap for the bet has been applied, and bets on all other Selections, other than "Tie" or "Draw" will be settled as lost.

2-Way Moneyline Markets

2-Way Moneyline Markets allow bets to be placed on which Selection will win the specific Event, but "Draw" or "Tie" is not offered as a Selection. If the Selections tie, bets will be settled as Push.

3-Way Moneyline Markets

3-Way Moneyline Markets allow bets to be placed on which Selection will win the Event or if there will be a tie or draw in the Event. *3-Way Moneyline Markets* are sometimes referred to as Match Bets, Win-Draw-Win, 1X2, Match Result (Regulation Time), or 60 Minute Line in Hockey.

Total Points Markets, Total Goals Markets, and Total Runs Markets

Total Points Markets, which may also be referred to as Total Goals Markets or Total Runs Markets, depending on the sport, is a 2-Way market based on the total number of points, or goals, or runs, depending on the sport, scored in the applicable Event. The "Total" is set for the bet at a specific number with Selections for the bet as either "Over" or "Under" the Total number specified for the bet. If the total points, goals, or runs, as applicable, scored in the Event is equal to the specified Total for the bet, then the bet will be settled as Push. Totals Points Markets can also be set on any number of stated outcomes (for example only, Team Total Goals 1st Period, Team Total Corners – 1st Half, Rebounds O/U).

Milestone Markets

Milestone Markets offer prop bets that are settled based on the Selection (for example only, a team or individual player) achieving the applicable statistic specified for the bet during the Event.

For example only, Player A to score 30+ Points during Basketball Game B. If the Selection achieves the statistic specified for the bet during the Event, the bet is settled as won, and if the Selection does not achieve the statistic specified for the bet during the Event, the bet is settled as lost.

Futures Markets

Futures Market refers to any one of the following:

- i. A market that is settled based on multiple Games (for example only, the champion of a basketball league, most home runs in baseball season, name the finalists of the championship game, the conference to win the championship of a league) or multiple rounds of a Competition (for example only, top goal scorer for a multi-round soccer tournament, winner of a college basketball championship multi-round tournament);
- ii. A market that is settled based on the finishing positions of a field of more than two participants or teams, in each case, competing against each other as opponents in a single Game (including, but not limited to a single race). Examples include, but are not limited to:
 - the winner of a women's 400 meter hurdles race with 10 runners;
 - Archer A to place in top three of an archery contest with 10 archers;
 - Swimmer A to place in the top two of a four by 100 meter freestyle swimming relay with five teams;
 - the winner of a discus contest with nine throwers;
 - Driver A to place in the top three of a grand prix motor race with 20 drivers; and
 - the winner of a gymnastics meet with four teams.

For clarity, individual team members that do not compete against each other will be considered one opponent in the field of a Game (for example only, a doubles tennis match is a Game with a field of two opponents even though there are four tennis players in the match).

- iii. A market that is settled on the outcome of a draft (for example only, the first pick in a football draft, an over/under bet on Player A to be drafted in the top 10 of a basketball draft) or an award (for example only, most valuable player or best picture); or
- iv. A market marked as "Futures" on the DraftKings Platform, displayed on the DraftKings Platform under a "Futures" tab, or listed in these Rules under a "Futures" heading or sub-heading.

If a *Futures Market* is left open for betting by DraftKings and the Selections for such *Futures Market* has been reduced to only two remaining Selections, the market will still be classified as a *Futures Market* even if DraftKings offers other non-*Futures Market* betting on such Game (for example only, a *Moneyline Market* or *Point Spread Market* on the single game). A *Moneyline Market*, *Mythical Market*, and *Virtual Market* are not a *Futures Market*.

Grouped Markets

Grouped Markets (for example only, Top American Golfer in The Masters) combine multiple individual participants in an Event into a “group” that will be specified for the bet. Bets are placed on a Selection within the group, and settlement is determined based only on the statistics of the individual participants in the group, not on any statistics of individuals outside of the group. For example only, in a *Grouped Market* with Golfer A, Golfer B, and Golfer C, a bet on which golfer in the group will have the most birdies in a round will be settled only on which of Golfer A, Golfer B, or Golfer C has the most birdies out of the group of Golfer A, Golfer B, and Golfer C in the round. If two or more Selections within a group tie or draw for the applicable statistic, Dead Heat Reduction rules apply. Bets on a *Grouped Market* will be voided if one or more of the Selections listed at the time the bet was accepted by DraftKings does not Participate in the applicable Event. If a participant who is not a Selection, at the time the bet was accepted by DraftKings, finishes with the highest or best official result, all bets for such market will be settled as lost.

Virtual Markets, Mythical Markets, Cross-Sport(s) Markets, and Last Longer Markets

Virtual Markets and *Mythical Markets* are offered on Selections within the same sport that do not compete directly against each other in a single Game by comparing the statistics of each Selection from different Games. *Cross-Sport(s) Markets* are offered on Selections from different sports by comparing statistics of each Selection from their different sports (for example only, Soccer Player A to score more goals in their soccer Game than Hockey Player B scores in their hockey game). *Last Longer Markets* settle based on which Selection will progress further in the Event. If there is a draw or tie between winning Selections, bets will be settled as Push. If all Selections listed for a bet, at the time the bet was accepted by DraftKings, do not Participate in the Event, the bet will be voided. If an applicable Event does not reach its intended, natural, or normal end, bets on these markets for such Event will be voided.

Fantasy Points Markets

Fantasy Points Markets will be settled using DraftKings’ official “Classic” fantasy contest scoring rules as stipulated in the DraftKings Daily Fantasy Rules and Scoring in effect at the time the bet is accepted by DraftKings. For a breakdown of DraftKings’ official “Classic” fantasy contest scoring rules, visit DraftKings’ Daily Fantasy Rules and Scoring (available at <https://www.draftkings.com/help/rules/overview>).



Correct Score Markets

Selections for the bet are possible scores for an Event (for example only, Correct Score of Game, Correct Score of 2nd Half of Game). A bet will not be voided solely because the correct score is not listed as a Selection at the time the bet was accepted by DraftKings.

Odd/Even Markets

Settlement is based on whether the number of the outcome or statistic bet on in the Event is an even or odd number. For settlement purposes, 0 is an even number.

Half Time/Regulation Time Markets and Half Time/Full Time Markets

The bet is a 2-part bet on (i) which team will be leading at half time of the Game or if the teams will be tied at half time of the Game and (ii) which team will be leading at the end of regulation Game time or full time of the Game or if the teams will be tied at the end of regulation Game time or full time of the Game. For example only, if at half time in a basketball Game, the score is 45-45 and the Game Concludes at the end of regulation Game time with the away team winning by a score of 101-103, bets on the Selection "Tie/Away Team" will be settled as won, and bets on all other Selections will be settled as lost.

Specified Timeframe Markets and Result Markets

Bets on *Specified Timeframe Markets* (for example only, quarter, period, half time, rest of game) are settled based only on the statistics accumulated during the timeframe specified for the bet. Settlement does not take into account any statistics from before or after the specified time period.

Race to 'X' Markets

Bets are on the 1st player or team to reach the statistical outcome specified for the bet (for example only, Race to X Points, Race to X Goals). If the bet specifies a time frame (or any other period restriction), the bet will not include any other statistics from before or after the applicable time frame for settlement purposes. If "No team" or "No player" is offered as a Selection for a bet at the time the bet was accepted by DraftKings, bets on the Selection "No team" or "No player" will be settled as won if none of the players or teams listed as Selections reach the relevant statistic. If "No team" or "No player" is not offered as a Selection for a bet at the time the bet was accepted by DraftKings, and none of the Selections reach the relevant statistic, the bet will be settled as Push.

1st Outcome Markets and Next Outcome Markets

1st outcome or next outcome refers to which player or team during the Event will achieve the 1st statistic specified for the bet (for example only, Winner of Point 1) or achieve the next statistic specified for the bet (for example only, Scorer of Goal 3). Settlement will not include any statistics occurring prior to or after the Event specified for the bet. If the applicable statistical outcome is

not achieved during the Event specified for the bet, the bet will be settled as Push. For *Team to Score 1st and Win Markets*, if no goals or points are scored in the Game, such bets will be voided.

To Win from Behind Markets

“Win From Behind” means that a player or team wins the Game after being down at least one goal, run, or point, as applicable for the relevant sport, at any time during the applicable Game.

To Go the Distance Markets

“To Go the Distance” means the full number of rounds for the fight that are officially announced or scheduled for the fight at the time the bet was accepted by DraftKings are completed regardless of which fighter wins the fight. If the official number of rounds for the fight was not announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds for the fight first announced or scheduled by the fight’s official governing body shall be deemed the fight’s official number of rounds at the time the bet was accepted by DraftKings placed for purposes of this paragraph.

Wire to Wire Winner Markets

“Wire to Wire” means: (i) for a Game, a player or team is leading at the end of each scheduled period of play in a Game (for example only, a period in hockey, a quarter in football, a full inning in baseball, halftime of the Game) and at the end of regulation Game time, and (ii) for Competitions, a player or team leads or is tied at the end of each scheduled period of play in each Game that is part of the Competition and is declared the winner of the Competition.

Awards Markets

For *Awards Markets* (for example only, Most Valuable Player, Player of the Match, Top Scorer, Rookie of the Year, Wooden Spoon), settlement is based on the earlier of: (i) the award winner announced at the applicable official award ceremony presentation; or (ii) the award winner announced by the award’s official governing body. If there is no official award ceremony presentation, the award winner will be the winner specified by the award’s official governing body. Bets will not be re-settled due to any subsequent disqualifications, protests, or amendments. If two or more recipients win the applicable award, Dead Heat Reduction rules will apply. If the winner of the applicable award is not listed as a Selection for the bet at the time the bet was accepted by DraftKings, such bet will be settled as lost. If the award bet on is not awarded, bets on such award will be voided.

Parlay Markets

A “**Parlay**” is a bet with two or more legs and requires every leg to be settled as won in order for the Parlay to be settled as won. A Parlay shall not be voided solely due to a leg of that Parlay being voided or settled as Push. If any leg(s) in a Parlay are voided or settled as Push, the Parlay will be reduced by the number of leg(s) that are voided or settled as Push, and the odds for the parlay will be recalculated based on the remaining legs. For example only, if you bet a 4-leg

parlay, and two legs of the Parlay are voided or settled as Push, the Parlay will become a 2-leg Parlay. If any leg(s) of a Parlay are voided or settled as Push, the entire stake amount will not be returned, and instead, the entire stake amount will remain on the Parlay with the remaining number of legs. If all legs of a Parlay are either voided or settled as Push, the entire Parlay shall be voided.

Round Robin Markets

A **“Round Robin”** is a bet on a group of Parlays, where the group of Parlays is automatically created to cover every possible combination of Parlays, based on the bets and the number of Parlay legs the customer chooses for the Round Robin. For example only, in a Round Robin where the customer chooses three different teams to win their Game (Team A to win its Game, Team B to win its Game, and Team C to win its Game) and selects a 2-leg Round Robin, the Round Robin would consist of three Parlays, (1) a Parlay of Team A to win its Game and Team B to win its Game; (2) a Parlay of Team A to win its Game and Team C to win its Game; and (3) a Parlay of Team B to win its Game and Team C to win its Game. Each Parlay that is part of the Round Robin does not have to be settled as won for the Round Robin to be settled as won. The Round Robin is settled based on the number of Parlays within the Round Robin that win, even if all of the Parlays within the Round Robin do not win.

Same Game Parlay Markets

A **“Same Game Parlay”** is a Parlay with each leg being from the same Event. A Same Game Parlay will only be settled as won if all the legs in the Same Game Parlay are settled as won, with the exception of any legs that are voided or settled as Push. A Same Game Parlay shall remain valid notwithstanding a leg of that Same Game Parlay being voided or settled as Push. If a Same Game Parlay contains leg(s) that are voided or settled as Push, the Same Game Parlay will be reduced by the number of leg(s) that were voided or settled as Push, and the Same Game Parlay will be repriced based on the remaining legs at the odds that were available on the DraftKings Platform at the time the Same Game Parlay was placed. If leg(s) of a Same Game Parlay are voided or settled as Push, the entire stake amount will not be returned and instead will remain on the Parlay with the remaining number of legs. If all legs of a Same Game Parlay are either voided or settled as Push, the entire Same Game Parlay shall be voided.

Progressive Parlay

A **“Progressive Parlay”** is a type of Parlay bet where a customer chooses three or more legs and can still receive a pay out on the Progressive Parlay even if leg(s) of the Progressive Parlay are settled as lost. The number of legs within a Progressive Parlay that can be settled as lost and still have the Progressive Parlay pay out is dependent on the total number of legs in the Progressive Parlay. Similarly, the potential returns for a Progressive Parlay are dependent on the number of legs in the Progressive Parlay. The full breakdown of the Progressive Parlay pay table, including, but not limited to, the number of losing legs the Progressive Parlay may have, is available in the bet ticket. If any leg(s) in a Progressive Parlay are voided or settled as Push, the Progressive Parlay will be reduced by the number of leg(s) that are voided or settled as Push, and the odds for the

Progressive Parlay will be updated based on the remaining legs. For example only, if a Progressive Parlay was placed with five legs, and two of the legs were voided or settled as Push, then the Progressive Parlay would become a 3-leg Progressive Parlay. If leg(s) of a Progressive Parlay are voided or settled as Push, the entire stake amount will not be returned, and instead, will remain on the Parlay with the remaining number of legs. If the number of legs voided or settled as Push results in there being two or fewer legs in a Progressive Parlay, then the whole Progressive Parlay will be voided, irrespective of the settlement of the other legs in the Progressive Parlay.

Teaser

A **“Teaser”** is a basketball or football Parlay bet where the customer can adjust the point spread and totals line in their favor by choosing a fixed number of points such that the customer gets more points for the point spread when betting on the underdog, fewer points on the point spread when betting on the favorite, a higher totals line when betting on the under, and a lower totals line when betting on the over. A **“Regular Teaser”** for basketball is two to six teams selected, adjusting the point spread or totals line by four, 4.5, or five points, and for football is two to six teams selected, adjusting the point spread or totals line by six, 6.5, or seven points. A **“Super Teaser”** for basketball is three teams selected with the point spread or totals line adjusted by eight points, and for football is three teams selected with the point spread or totals line adjusted by 10 points. A **“Monster Teaser”** for basketball is four teams selected with the point spread or totals line adjusted by 10 points, and for football is four teams selected with the point spread or totals line adjusted by 13 points. All legs in the Teaser must be successful for the Teaser to be settled as won. For a Regular Teaser with two or more teams that does not have a losing leg, if a leg in the Regular Teaser is voided or settled as Push, the Regular Teaser will drop to the next level down. For example only, for a 3-team Regular Teaser where one leg is settled as Push and no legs are settled as lost, the Regular Teaser will drop down to be a 2-team Regular Teaser and will be at the odds for a 2 team Regular Teaser. A leg settled as voided or Push in a 2 team Regular Teaser (including those that have dropped down to a 2 team Regular Teaser), without a leg being settled as lost, will result in the Regular Teaser being “no action”, and the bet stake will be refunded. If a leg in a Super or Monster Teaser is settled as voided (for clarity, a leg settled as Push is not considered a voided leg in a Super or Monster Teaser), the Super or Monster Teaser will be settled as “no action”, and the bet stake will be refunded, irrespective of the settlement of the other legs in the Super or Monster Teaser. If a leg in a Super or Monster Teaser is settled as Push, without a leg in a Super or Monster Teaser being settled as voided, the Super or Monster Teaser will be settled as lost.

Teasers are only allowed on Pre-Match basketball and football Games. The different types of Teasers for each of the two sports are as follows:

- Basketball Regular Teasers: the number of teams and the number of points selected determines the odds for the bet, in accordance with the below table:

	4 Point Adjustment	4.5 Point Adjustment	5 Point Adjustment
2 Teams	-110 (1.91 decimal odds)	-120 (1.83 decimal odds)	-130 (1.70 decimal odds)
3 Teams	+170 (2.70 decimal odds)	+150 (2.50 decimal odds)	+130 (2.30 decimal odds)
4 Teams	+290 (3.90 decimal odds)	+240 (3.40 decimal odds)	+190 (2.90 decimal odds)
5 Teams	+450 (5.50 decimal odds)	+400 (5.00 decimal odds)	+350 (4.50 decimal odds)
6 Teams	+650 (7.50 decimal odds)	+550 (6.50 decimal odds)	+450 (5.50 decimal odds)

- Basketball Super Teasers: the odds of a Basketball Super Teaser are -120 (1.83 in decimal odds).
- Basketball Monster Teasers: the odds of a Basketball Monster Teaser are -120 (1.83 in decimal odds).
- National Football League (“NFL”) Football Regular Teasers: the number of teams and the number of points selected determines the odds for the bet, in accordance with the below table:

	6 Point Adjustment	6.5 Point Adjustment	7 Point Adjustment
2 Teams	-135 (1.74 decimal odds)	-143 (1.70 decimal odds)	-150 (1.67 decimal odds)
3 Teams	+140 (2.40 decimal odds)	+130 (2.30 decimal odds)	+120 (2.20 decimal odds)
4 Teams	+240 (3.40 decimal odds)	+200 (3.00 decimal odds)	+180 (2.80 decimal odds)
5 Teams	+333 (4.33 decimal odds)	+290 (3.90 decimal odds)	+250 (3.50 decimal odds)
6 Teams	+500 (6.00 decimal odds)	+400 (5.00 decimal odds)	+350 (4.50 decimal odds)

- NFL Football Super Teasers: the odds of a Football Super Teaser are -143 (1.70 in decimal odds).
- NFL Football Monster Teasers: the odds of a Football Monster Teaser are -165 (1.61 in decimal odds).
- For all NFL Football Super and Monster Teasers bets, any bet that results in a tie or Push will be settled as lost.
- Any teaser containing both NFL and National Collegiate Athletic Association (“NCAA”) football Selections will default to the lower-priced odds based on the number of teams and point adjustment selected. For example only, a 6 point adjustment 2 team teaser containing football teams from the NFL and NCAA will be priced at -135 (1.74 decimal odds) where 6

point 2 team NFL Football teasers are priced at -135 and 6 point 2 team NCAA Football teasers are priced at -115.

- Any bet that contains both NFL and NCAA Football Selections must apply the same point adjustment to all Selections. Mixed point adjustments (for example only, a 6 point NFL Football Selection combined with a 7 point NCAA Football Selection) are not permitted.
- NCAA Football Regular Teasers: the number of teams and the number of points selected determines the odds for the bet, in accordance with the below table:

	6 Point Adjustment	6.5 Point Adjustment	7 Point Adjustment
2 Teams	-115 (1.87 decimal odds)	-120 (1.83 decimal odds)	-125 (1.80 decimal odds)
3 Teams	+160 (2.60 decimal odds)	+150 (2.50 decimal odds)	+140 (2.40 decimal odds)
4 Teams	+260 (3.60 decimal odds)	+240 (3.40 decimal odds)	+230 (3.30 decimal odds)
5 Teams	+475 (5.75 decimal odds)	+425 (5.25 decimal odds)	+380 (4.80 decimal odds)
6 Teams	+750 (8.50 decimal odds)	+650 (7.50 decimal odds)	+600 (7.00 decimal odds)

- NCAA Football Super Teasers: the odds of a NCAA Football Super Teaser are -110 (1.91 in decimal odds).
- NCAA Football Monster Teasers: the odds of a NCAA Football Monster Teaser are -120 (1.83 in decimal odds).
- For all NCAA Super and Monster Teaser bets any bet that results in a tie or Push will be settled as lost.

IV. SPORT RULES

Athletics / Track & Field

Participation

Participation shall mean taking the starting line or position, as applicable, in the relevant Event or any qualification or prior rounds of an Event. If a participant or team is disqualified or fouls after taking the starting line or position (for example only, for false starts or foot faults), such participant or team will be deemed to have Participated in the Event.

Schedule and Format Changes

If an Event does not start, or the Event's official governing body announces that an Event will not start, within seven calendar days of the Event's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Athletics / Track & Field Settlement Rules

- Except for *To Win a Medal Markets* where multiple medals are awarded for the same position, if two or more countries, teams, or athletes share the relevant finishing position, and "Draw" or "Tie" is not listed as a Selection at the time the bet was accepted by DraftKings, Dead Heat Reduction rules apply.

Market Specific Athletics / Track & Field Settlement Rules

- *To Win a Medal Markets* – If there is a tie between two or more countries, teams, or athletes, where such tied countries, teams, or athletes share the relevant finishing positions and are all awarded a medal, bets on such tied countries, teams, or athletes will be settled as won.

Australian Football (Aussie) Rules

General Aussie Rules Settlement Rules

Statistics from any extra time periods are included for settlement purposes.

Market Specific Aussie Rules Settlement Rules

- *Futures Markets* – Any points deductions by the Australian Football League (“**AFL**”) that are applied during the applicable season will be included for settlement purposes. Any points deductions by the AFL that are applied after the applicable season will not be included for settlement purposes.
- *Goalscorer Markets* – If the Selection bet on does not start the applicable Game (*i.e.*, starting 22), bets on such Selection will be voided. For *1st Goalscorer Markets*, bets on any Selection that first Participates in the Game as a substitute after the 1st goal of the Game is scored will be voided.
- *Wire to Wire Markets* – For a team to lead wire to wire, such team must lead the Game at the end of each quarter, or each half if only halves are played in the Game. If the score of the Game is tied at the end of any quarter or half, a team has not led the Game wire to wire. If the Selection bet on does not lead the Game at the end of each quarter, or each half if only halves are played in the Game, the bet for this market is settled as lost.

Badminton

Participation

If a player or team that was officially scheduled to Participate in the Event at the time the bet was accepted by DraftKings does not Participate in the Event, bets on such Event will be voided.

Baseball

Participation

Participation shall mean throwing at least one pitch (for pitchers) or recording at least one plate appearance (for position players) in a Game. What constitutes a plate appearance and the player the plate appearance belongs to, in each case, for settlement purposes shall be based on the determination by the Game's official governing body.

Schedule and Format Changes

Except for *Futures Markets*, if a Game does not start, or the Game's official governing body announces that the Game will not start, on the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets on such Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if a playoff Game or postseason tournament Game starts, is then Interrupted, and does not, or the Game's official governing body announces that the Game will not, Conclude within 90 days of the date (local stadium time) the Game initially started, all bets on such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Moneyline Markets*, and Games where a mercy rule call was made, bets on any Game(s) scheduled for nine innings will be voided if the Game(s) does not go at least nine full innings, or 8.5 innings should the home team be leading at the commencement of the bottom of the 9th inning, in each case, unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Moneyline Markets*, and Games where a mercy rule call was made, bets on any Game(s) scheduled for seven innings will be voided if the Game(s) does not go at least seven full innings, or 6.5 innings should the home team be leading at the commencement of the bottom of the 7th inning, in each case, unless settlement is already Unconditionally Determined.

For a bet on a *Futures Market*, except bets on *Series Betting [Regular Season] Markets*, if the Event is not, or the Event's official governing body announces that the Event will not be, Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Baseball Settlement Rules

- Except for bets on the “Under” Selection, X or Fewer markets, Live bets, and bets where settlement is already Unconditionally Determined, bets on a starting pitcher that are settled on the pitching statistics recorded by such pitcher based on the full time (including any extra innings) of a single MLB regular season or playoff Game will be voided if: (i) the pitcher bet on throws at least one pitch in the applicable Game; and (ii) the pitcher bet on leaves the applicable Game for any reason or for no reason before the pitcher records five batters faced. For clarity, this paragraph does not apply to bets with Selection(s) that are settled on the pitching statistics recorded by pitchers participating in different Games.
- Except for bets on the “Under” Selection, X or Fewer markets, Live bets, and bets where settlement is already Unconditionally Determined, bets on a batter in the starting lineup that are settled on the batting statistics recorded by such batter based on the full time (including any extra innings) of a single MLB regular season or playoff Game will be voided if: (i) the batter records at least one plate appearance in that Game; and (ii) the batter bet on leaves the applicable Game for any reason or for no reason before the batter records their 2nd plate appearance. For clarity, this paragraph does not apply to bets with Selection(s) that are settled on the batting statistics recorded by batters participating in different Games.
- The statistics at the time of the relevant league’s mercy rule call will be used for settlement purposes. If there is a mercy rule call in a Game, bets on *Moneyline Markets* and *Run Line Markets* for such Game will be settled based on the score of the Game at the time of the mercy rule call. If there is a mercy rule call in a Game, bets on *Total Runs Markets* will be voided unless settlement is already Unconditionally Determined. If there is a mercy rule call in a Game, any rules within these Baseball Sport Rules that require a minimum inning amount for the Game shall not apply to such Game.
- Except for bets on *Individual Inning (Full and Half) Markets*, all bets include statistics from extra innings for settlement purposes.

Market Specific Baseball Settlement Rules

- *MLB Markets*
 - *Pitcher Must Start Markets* – A *Pitcher Must Start Market* will state in both the market title and in the bet ticket that a particular pitcher(s) must Participate as the starting pitcher in the Game. If any pitcher(s) specified in the market title and in the bet ticket do not Participate as the starting pitcher in the Game, bets on such Game will be voided.
 - Except for *Pitcher Must Start Markets* and *Pitch Markets*: (i) the names of the projected starting pitchers listed on the DraftKings Platform for a Game are provided for

informational purposes only and (ii) bets on an Event will not be voided solely due to changes in the starting pitchers.

- *Draft Props Markets* – The “Under” Selection will be settled as won if the player bet on is taken in the draft with a pick that is before the total for the bet, and the “Over” Selection will be settled as won if the player bet on is taken in the draft with a pick that is after the total for the bet. For example only, if Player A is taken with the 5th pick in the draft, and the Total was Pick 4.5, bets on the “Over” Selection would be settled as won, and bets on the “Under” Selection would be settled as lost. If a player is undrafted, the player will be deemed to have been taken with the pick after the last player chosen in the draft for settlement purposes.
- *Moneyline Markets*
 - A Game is “**Official**” as determined by the Game’s applicable official governing body. For Major League Baseball (“**MLB**”) Games, a Game is Official once: (i) the visiting team has made at least 15 outs and the home team is leading, or (ii) the home team has made at least 15 outs regardless of the score of the Game.
 - If a playoff or postseason tournament Game is not Official and Concluded within 90 days of the date (local stadium time) the Game initially started, bets on such full Game will be voided. If a playoff or postseason tournament Game starts, is then Interrupted, but is Official and Concluded within 90 calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be settled based on the winner declared by the Game’s official governing body, the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared champion by the Game’s official governing body (if the Game is a final or championship).
 - Except for a playoff or postseason tournament Game, if a Game is not Official and Concluded within two calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be voided. Except for a playoff or postseason tournament Game, if a Game starts, is then Interrupted, but is Official and Concluded within two calendar days of the date (local stadium time) the Game initially started, bets on such full Game will be settled based on the winner declared by the Game’s official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition).
 - Bets will not be voided solely because a Game bet on that is scheduled for nine innings does not go at least nine full innings or a Game bet on that is scheduled for seven innings does not go at least seven full innings.

- If a Game Concludes in a tie, bets on such Game will be settled as Push.
- *Individual Inning (Full and Half) Markets*
 - Except for markets pertaining to the individual 9th inning (full and half) or individual extra innings (full and half):
 - For all markets pertaining to an individual full inning, if fewer than six outs are recorded in the inning bet on, bets on such inning will be voided unless settlement is already Unconditionally Determined.
 - For all markets pertaining to an individual top half inning, if fewer than three outs are recorded in the top half of the inning, bets on such top half inning will be voided unless settlement is already Unconditionally Determined.
 - For all markets pertaining to an individual bottom half inning, if fewer than three outs are recorded in the bottom half of the inning, bets on such bottom half inning will be voided unless settlement is already Unconditionally Determined.
 - For all markets pertaining to the individual 9th inning (full and half) or individual extra innings (full and half), if fewer than three outs are recorded in the top half of the specified inning, bets on such inning will be voided.
 - *Grouped Innings Markets* (for example only, *1st 3 Innings Total Runs*) – If fewer than six outs are recorded in any of the innings within the specified group of innings, bets on such group of innings will be voided unless settlement is already Unconditionally Determined.
 - *Team to Win Most Innings Markets* – If fewer than six outs are recorded in an inning or the team batting in the bottom of the inning has scored fewer runs in the inning than the team batting in the top of the inning without recording at least three outs (for example only, the away team scores three runs in the top of the ninth inning and the home team scores one run in the bottom of the ninth inning with only one out to win the Game), such inning will not count as an inning won for either team for settlement purposes.
 - *1st to Score/Race to X Runs Markets* – The 1st team to reach the required number of runs is settled as the winner, regardless of the other team reaching the required number of runs in the bottom of the same inning.
 - *Number of Pitches Thrown (Half Inning) Markets* – If a pitch is not thrown, including, but not limited to, pitch timer violations or intentional walks where no pitches are delivered, such occurrences do not count as a pitch thrown for settlement purposes.

- *Batters to the Plate Markets (Half Inning)* – Once the batter steps into the batter’s box, the batter is considered to be at the plate for settlement purposes. For clarity, a batter can be considered to be at the plate for settlement purposes without being considered to have made a plate appearance for settlement purposes.
- *Single Game Player Props Markets*
 - *Pre-Game Player Props Markets* – If the Selection bet on does not start the Game and Participate in the Game, bets on such Selection will be voided. If the Selection bet on does not start the Game, but Participates in the Game as a substitute, bets on such Selection will be voided. A player starts the Game for settlement purposes if the player is listed on the starting lineup for the Game in the Game’s official box score.
 - *Live Player Props Markets* – If the Selection does not Participate in the Game, bets on such Selection will be voided.
 - *Total Bases Markets* – Only singles (counts for one base), doubles (counts for two bases), triples (counts for three bases), and home runs (counts for four bases), in each case, as defined by the Event’s official governing body, hit by a batter count towards that batter’s total bases for settlement purposes. A batter reaching base in any other fashion (for example only, a walk, fielder’s choice, or an error) other than a single, double, triple, or home run does not count towards that batter’s total bases for settlement purposes.
- *Single Game Multi-Player Props Markets*
 - *Pre-Match Single Game Multi-Player Props Markets (Either Batter/Either Pitcher Markets, Combined Batter/Combined Pitcher Markets, and Head-to-Head Most Markets)*
 - If either batter or pitcher, as applicable, listed in the market title does not Participate in the Game, bets on such market will be voided. If either batter or pitcher, as applicable, listed in the market title does not start the Game, bets on such market will be voided. For batter markets, a batter starts the Game for settlement purposes if the batter is listed on the starting lineup for the Game in the Game’s official box score. For pitcher markets, a pitcher starts the Game for settlement purposes if the pitcher is the first pitcher to throw a pitch for his team in a given Game.
 - *Live Single Game Multi-Player Props Markets (Either Batter/Either Pitcher Markets, Combined Batter/Combined Pitcher Markets, and Head-to-Head Most Markets)*
 - If either batter or pitcher, as applicable, listed in the market titles does not Participate in the Game, bets on such market will be voided.
- *Plate Appearance Markets*

- The ruling made by the Game's official governing body on what constitutes a plate appearance and the player the plate appearance belongs to will be used for settlement purposes. If the plate appearance bet on does not constitute a plate appearance as determined by the Game's official governing body, bets on such plate appearance will be voided.
- If the plate appearance bet on ends on a 0-0 count and in an intentional walk, bets on that plate appearance will be voided. If the plate appearance bet on ends on any count except 0-0 and in an intentional walk, that plate appearance will be considered to end in a walk for settlement purposes.
- *Plate Appearance Result Exact Markets*
 - The Selection "Reach On Error" includes, but is not limited to, the batter reaching base through an error, reaching base on an error but then being out upon the batter trying to advance to the next base, reaching base on a failed fielder's choice, and reaching base on catcher interference.
 - A dropped 3rd strike is considered a strikeout, and not an error, for settlement purposes, regardless of the batter reaching base safely.
- *Plate Appearance Result Grouped Markets* – If the outcome of the plate appearance bet on is an error, including, but not limited to, catcher interference; failed fielder's choice; reaching base on a dropped 3rd strike; bets on such plate appearance will be voided.
- *Plate Appearance Result On Base Markets*
 - Bets on "Yes" as a Selection will be settled as won if: (a) the result of the specified player's plate appearance ends with that player reaching home plate or being on any base (including, but not limited to, reaching base in scenarios such as an error or fielder's choice) with the exception of reaching base via an intentional walk from a plate appearance that ended on a 0-0 count and (b) the half inning is not over. Bets on "Yes" as a Selection will also be settled as won if the result of the specified player's plate appearance ends with a walk or an intentional walk from a plate appearance that ends on any count except 0-0.
 - Bets on "No" as a Selection will be settled as won if: (a) the result of the specified player's plate appearance ends with that player not being on base (including, but not limited to, scenarios such as the player recording a hit but being thrown out trying to stretch a single into extra bases) nor reaching home plate or (b) the half inning is over.
- *Plate Appearance Pitch Count Markets* – If a pitch is not thrown, including, but not limited to, pitch timer violations or intentional walks where no pitches are delivered, such

occurrences do not count towards the pitch count of the plate appearance for settlement purposes.

- *Pitch Markets*

- If the pitch bet on: (i) is not thrown in the inning specified for the bet, (ii) is not thrown to the batter specified for the bet, or (iii) is not thrown by the pitcher specified for the bet, such bet will be voided.
- If the pitch bet on is an intentional ball or intentional walk, as applicable, such bet will be voided. The ruling made by the Game's official governing body on what constitutes an intentional ball and intentional walk will be used for settlement purposes.
- A pitch timer violation does not count as a pitch for settlement purposes.
- *Pitch Result Markets* – Hit by pitch and a pitch out are considered a ball for settlement purposes. Bets on the Selection "In Play" will be settled as lost if the result of the pitch bet on is a ball, hit by pitch, pitch out, strike, or foul. Bets on the Selection "In Play" will be settled as won if the result of the pitch bet on is anything except a ball, hit by pitch, pitch out, strike, or foul. A dropped 3rd strike is considered a strike for settlement purposes, regardless of the batter reaching base safely.
- *Pitch Speed Markets* – Bets will be voided if no official pitch speed is recorded.

- *Daily Specials Markets*

- "- Game 1" or "- Game 2" will be used to denote Games/teams with doubleheaders, with "- Game 1" being the 1st Game of a double header.
- If more Games than the quantity specified in the market title are played on the date specified in the bet, bets will be voided.
- If any scheduled Game that is part of the bet (quantity specified in the market title) does not both: (a) Conclude by 3:00 a.m. (local stadium time) on the day after the date specified in the bet and (b) go at least nine full innings, or 8.5 innings should the home team be leading at the commencement of the bottom of the 9th inning, bets will be voided unless settlement is already Unconditionally Determined. For example only:
 - If 15 Games are scheduled for the day specified in the bet;
 - The first 14 Games of the day all go nine innings and are Concluded on the date specified in the bet;

- Fewer than five runs are scored in each of the first 14 Games;
- If in the 15th Game, Team A scores 10 runs and Team B scores five runs, but the Game Concludes after six innings, bets on Game Team A at Team B to be the highest scoring Game will be settled as won, as settlement is Unconditionally Determined, and bets on all other Selections will be settled as lost.
- *Weekly Specials Markets*
 - Markets will be settled based only on the statistics of the Games that start within the dates listed in the market title and Conclude by 3:00 am (local stadium time) on the day after the end date listed in the market title.
 - Most Wins Markets – If two or more teams record the most wins in a given week, Dead Heat Reduction rules apply.
- *Monthly Specials Markets*
 - Markets will be settled based only on the statistics of the Games that start within the dates listed in the market title and Conclude by 3:00 am (local stadium time) on the day after the end date listed in the market title.
 - For the purpose of settling Race to X Wins Markets and Last Team to Lose Markets, if two or more qualifying Games start on the same date and Conclude before 3:00 am (local stadium time) on the day immediately after the start date of the qualifying Games, such Games will be considered to have Concluded on the calendar date such qualifying Games started for settlement purposes.
 - *Most Wins Markets* – If two or more teams record the most wins in a given month, Dead Heat Reduction rules apply.
 - *Race to X Wins Markets* – If two or more teams reach X wins on the same calendar day, Dead Heat Reduction rules apply.
 - *Last Team to Lose Markets* – If two or more teams lose their first Game on the same calendar day, Dead Heat Reduction rules apply.
- *Futures Markets*
 - *Winner of Markets* (for example only, *Winner of World Series, Winner of Pennant, Winner of Division, Tournament Winner, Tournament Group Winner*) – Bets will not be voided solely due to changes in season length, team relocations, team realignment, or changes to the format of the season or playoffs. If two or more teams are tied, the team declared

to be the winner of the Event by the Event's official governing body, including, but not limited to, through any tie breaker procedures of the Event's official governing body, will be considered the winner for settlement purposes. If two or more teams are tied and the relevant league or official governing body does not have tie breaker procedures, Dead Heat Reduction rules will apply.

- *Regular Season Wins Markets* – If less than 98% of the Selection's scheduled regular season Games are Concluded, based on the official regular season schedule at the time the bet was accepted by DraftKings, bets on such Selection will be voided, unless settlement is already Unconditionally Determined. If there was no official regular season schedule at the time the bet was accepted by DraftKings, the 1st official regular season schedule announced by the league's official governing body will be deemed to be the official regular season schedule at the time the bet was accepted by DraftKings for purposes of this rule.
- *Regular Season Win % Markets* – If no regular season Games for the Selection are Concluded, bets on such Selection will be voided.
- *Player with Most Markets* – If no regular season Games are Concluded, bets will be voided. If two or more players tie for the most of the stated statistic, Dead Heat Reduction rules apply.
- *Regular Season Player Props Markets* – If the Selection bet on does not Participate in at least one regular season Game, bets on such Selection will be voided. Additionally, if less than 98% of the regular season Games of the opening day team of the Selection bet on are Concluded, bets on such Selection will be voided unless settlement is already Unconditionally Determined. The 98% of regular season Games is based on the number of regular season Games that were officially scheduled at the time the bet was accepted by DraftKings. If the number of regular season Games was not officially announced by the official governing body at the time the bet was accepted by DraftKings, the number of regular season games first announced or scheduled by the official governing body shall be deemed the number of regular season games at the time the bet was accepted by DraftKings for purposes of this rule.
- *To Make the Playoffs and To Make the Tournament Markets* – If the applicable playoffs or tournament is Canceled, bets will be voided, unless settlement is already Unconditionally Determined. If the number of teams that make the applicable playoffs or tournament changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that playoffs or tournament will be voided. If the official number of teams to make the playoffs or tournament was not announced or scheduled at the time the bet was accepted by DraftKings, the number of teams to make the playoffs or tournament first announced or scheduled by the Event's official governing

body shall be deemed the Event's official number of teams to make the playoffs or tournament at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the number of teams to make the playoffs or tournament is made by the Event's official governing body, the number of teams that customarily made the playoffs or tournament in the previous three iterations of the playoffs or tournament will be deemed the officially announced or scheduled number of teams that will make the playoffs or tournament at the time the bet was accepted by DraftKings for purposes of this rule.

- *To Make X Round of Playoffs and To Make X Round of Tournament Markets* – If the format of the playoffs or tournament changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on such playoffs or tournament will be voided. If the format of the playoffs or tournament was not announced or scheduled by the Event's official governing body, the format customarily used in previous three iterations of the playoffs or tournament will be deemed the officially announced or scheduled format at the time the bet was accepted by DraftKings for purposes of this rule.
- *Series Betting [Regular Season] Markets* – A series is three or more consecutive Games played between the same two teams with the same home and away designations. If any scheduled Game(s) in the series specified for the bet are not Official and Concluded within five calendar days (local stadium time) of the start of the first Game of the series, bets on such series will be voided unless settlement is already Unconditionally Determined. Bets will not be voided solely due to changes of starting pitcher(s). Unless "Tie" or "Draw" is offered as a Selection, if a series ends in a tie, bets on such series will be settled as Push.
- *Next Regular Season Win Markets* – This market will be offered on which of a team's upcoming regular season Games will result in their next win. Selections for Games are listed and offered in the sequential order of the series (for example only, Game 1, vs BOS 4/1, Game 2 vs BOS 4/2, Game 3 vs BOS 4/3, etc.), and the designation of Games order (i.e., Game 1, Game 2, Game 3, etc.) is based on the originally scheduled sequence of Games as of the date the market opens. If the Game bet on does not proceed in the listed order or Conclude before 3:00 am (local stadium time) on the day immediately after the date such Game was scheduled to occur as of the date the market opens, all bets on that market will be voided unless settlement is already Unconditionally Determined (for example only, if Game 1 of the series is postponed and rescheduled to occur after Game 3, all bets for this market will be voided unless settlement is already Unconditionally Determined). For further example only, if Game 2 was scheduled to occur on April 17, but it instead Concludes at 2:00 pm (local stadium time) on April 18, bets for this market will be voided unless settlement is already Unconditionally Determined).

Basketball

Participation

Participation in a Game shall mean the player entering the Game according to the Game's official box score.

Schedule and Format Changes

Except for *Futures Markets*, if a Game starts, is then Interrupted with five or more minutes of regulation Game time remaining, and is not, or the Game's official governing body announces that the Game will not be, Concluded within two calendar days (or, in the case of a playoff or postseason Game, four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, if a Game starts, is then Interrupted with five or more minutes of regulation Game time remaining, but the Game is Concluded within two calendar days (or, in the case of a playoff or postseason Game, within four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, (i) such bets on that Game, except bets on *Moneyline Markets* on that Game, will be voided unless settlement is already Unconditionally Determined, and (ii) such bets on *Moneyline Markets* for that full Game will be settled based on the winner declared by the Game's official governing body, the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared the champion by the Game's official governing body (if the Game is a final or championship). If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Game announced by the Game's official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if a Game starts; is then Interrupted with less than five minutes remaining in regulation Game time, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and such Game is not, or the Game's official governing body announces that the Game will not be, Concluded within two calendar days (or, in the case of a playoff or postseason Game, within four calendar days) of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, the Game will be considered Concluded for settlement purposes, and bets on such Game will be settled using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted.

Except for *Futures Markets*, if a playoff or postseason tournament Game does not start, or the Game's official governing body announces that the Game will not start, within four calendar days after the Game's start date (local stadium time) that was officially scheduled at the time the bet

was accepted by DraftKings, such bet on that Game will be voided. If there was no officially scheduled start date for the playoff or postseason tournament Game at the time the bet was accepted by DraftKings, the first official start date for the playoff or postseason tournament Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

For bets on *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bets on *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Basketball Settlement Rules

- Except for bets on the "Under" Selection and except for bets where settlement is already Unconditionally Determined, bets on a single National Basketball Association ("NBA") regular season, NBA Cup, or NBA playoff Game that are accepted by DraftKings prior to the end of the first half of such Game and that are settled on the statistics recorded by a player based on the full time (including any overtime) of such Game will be voided if: (i) the player bet on does not Participate in the 2nd half of the Game, including any overtime, due to an injury or illness; and (ii) no later than 2 hours following the end of the applicable Game, team or league sources release a statement stating that such player left the Game due to injury or illness. For clarity, this paragraph does not apply to bets with Selection(s) that are settled on the statistics recorded by players participating in different Games.
- Except for *3-Way Moneyline Markets*, *4th Quarter Player Points Markets*, *4th Quarter/Moneyline Markets*, and Games that are not tied but overtime is still played for aggregate scoring purposes, all bets include overtime statistics for settlement purposes. If a Game is not tied, but overtime is still played for aggregate scoring purposes, bets on such Game will exclude overtime statistics for settlement purposes.
- A successful free throw does not count as a field goal.
- A made field goal will be deemed a dunk for settlement purposes if classified as a dunk according to the Game's official box score of the Game's official governing body.

Market Specific Basketball Settlement Rules

- *Player Props Markets*

- *Combined Player Performance Markets* – If “Under” is not a Selection, bets will be voided if: (i) the statistic applicable for the bet (for example only, x number of points) is not achieved and (ii) at least one of the players applicable to the bet did not Participate in the Event.
- *Combined Head-2-Head Markets* – Settlement is based on the combined statistics of the listed Participants. For head-2-head markets involving a group of two or more Participants versus another group of two or more Participants, if one or more applicable Participants from only one group do not Participate in the Event, bets for this market will be voided unless the group with the non-Participating Participant(s) is the winning Selection based solely on the performance of its remaining Participant(s). In such case, bets on that winning Selection will be settled as won and bets on the other group of Participants will be settled as lost. If one or more applicable Participants from each group do not Participate, bets for this market will be voided.
- *Double-Double, Triple-Double, and Quadruple-Double Markets* – Only double digits in points, rebounds, assists, steals, or blocks will count for settlement purposes.
- *Quarter Player Points Markets* – Bets on a player will be voided if such player does not Participate in the relevant quarter. *4th Quarter Player Points Markets* do not include overtime statistics for settlement purposes.
- *1st Statistic Markets* (for example only, *1st Point, 1st Field Goal, 1st Rebound, or 1st Assist*) – Settlement is based on the 1st player to record the applicable statistic. If the 1st player to record the applicable statistic was not listed as a Selection at the time the bet was accepted by DraftKings, such bet will be settled as lost. If a player does not start the applicable Game, bets on such player will be voided. If the applicable statistical outcome is not achieved, bets will be voided.
- *Player Next Attempt Markets* – If the player bet on does not attempt the type of field goal specified for the bet in the remainder of the Game after the bet was accepted by DraftKings, such bet will be voided.
- *Player 1st Field Goal Made Type Markets* – If the player bet on does not make a field goal in the Game, such bet will be voided.
- *Player Next Field Goal Made Type Markets* – If the player bet on does not make another field goal in the remainder of the Game after the bet was accepted by DraftKings, such bet will be voided.
- *Most Statistic Markets* (for example only, *Most Points in 4th Quarter, Most Rebounds in a Game, or Most Assists in 1st Half*) – If a player that was not listed as a Selection at the

time the bet was accepted by DraftKings records the highest statistic specified for the bet, bets on all Selections for that market will be settled as lost.

- *1st Dunk Markets* – Settled on the player who records the 1st dunk in the Game. If a non-listed Selection records the 1st dunk in the Game, bets on the “Other” Selection will be settled as won, and bets on all other Selections will be settled as lost. If no dunk is recorded in the Game, all bets for this market will be voided.. Bets for a Selection will be voided if such Selection does not start the applicable Game.
- *Quarter and Half Markets* – If the entire quarter or half, as applicable, does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined. Bets on *4th Quarter Markets* and *2nd Half Markets* include overtime statistics for settlement purposes.
- *Double Result (Halftime/Full Time) Markets* – Settlement is based on the statistics at halftime and full time of the Game, as applicable. Full time includes overtime statistics for settlement purposes. If the Game ends in a tie and no overtime is played, bets will be voided unless settlement is already Unconditionally Determined.
- *Highest Scoring Half Markets* – The 2nd half includes statistics from overtime for settlement purposes. If the entire Game does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined. If “Tie” is not offered as a Selection, and the same number of points are scored in both halves of the Game, bets will be settled as Push. If “Tie” is offered as a Selection, and the same number of points are scored in both halves of the Game, bets on the “Tie” Selection will be settled as won, and bets on all other Selections will be settled as lost.
- *Highest Scoring Quarter Markets* – The 4th quarter includes overtime statistics for settlement purposes. If the entire Game does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined. If “Tie” is not offered as a Selection, and the same number of points are scored in multiple quarters of the Game, Dead Heat Reduction rules apply. If “Tie” is offered as a Selection, and the same number of points are scored in multiple quarters of the Game, bets on the “Tie” Selection will be settled as won, and all other Selections will be settled as lost.
- *Wire to Wire Winner Markets* – For a team to lead wire to wire, such team must lead the Game at the end of each of the 1st, 2nd, and 3rd quarters , or 1st half if only halves are played in the Game, and also win the Game. If the Selection bet on does not lead the Game at the end of each of the 1st , 2nd , and 3rd quarters, or 1st half if only halves are played in the Game, or does not win the Game the bet is settled as lost. If the score of the Game is tied at the end of any of the 1st, 2nd, and 3rd quarters or 1st half if only halves are played in the Game, a team has not led the Game wire to wire.

- *Possession Result Exact Markets* – Settlement is based on the result of the next possession specified for the bet. For possessions where multiple outcomes occur, bets will only be settled in accordance with the 1st outcome. For example only, if a field goal is made and a free throw is awarded on the same play, the bet will be settled based on the field goal scored, not the free throw(s). If the period of play (for example only, quarter or half) ends before there is a valid shot attempt, turnover, or free throws are awarded, bets on such possession will be voided. If there is a technical foul awarded during the applicable possession, the “Attempted Free Throw” Selection will be settled as won.
- *Possession Result Grouped Markets* – Settlement is based on the result of the next possession specified for the bet. Team possession ends with a score, after all free throw attempt(s), if any, or when the opposing team gains possession (for example only, a turnover). If the period of play (for example only, quarter or half) ends before the possession bet on ends, such bet will be voided. If a point is scored on a free throw attempt, bets on the “Score” Selection will be settled as won. If there is a technical foul awarded during the possession bet on, the “Score” Selection will be settled as won if a point is scored during the technical foul free throw(s). If no point(s) is scored during any technical foul free throw(s) during such applicable possession, bets on the “No Score” Selection will be settled as won and bets on the “Score” Selection will be settled as lost. For example only, Player A gets a technical foul, and the other team shoots and misses the technical foul free throw. After such technical foul free throw is shot, but before the Game resumes, Player A receives a second technical foul. The opposing team scores the second technical foul free throw, bets on the “Score” Selection will be settled as won, and bets on the “No Score” Selection will be settled as lost since the free throws occurred during the same applicable possession. However, if the opposing team misses both technical foul free throws, bets on the “No Score” Selection will be settled as won, and bets on the “Score” Selection will be settled as lost.
- *Race to X Markets (Game Level)* (for example only, *Player Race to 10 Points in a Game, Team Race to 15 Points in 1st Quarter*) – Settlement is based on the player or team who 1st records the stated statistic in the applicable time period of play. If “No Player” or “No Team” is not offered as a Selection and no player or no team records the stated statistic in the applicable time period of play, bets are settled as lost.
- *Both Players X Markets* (for example only, *Both Players to Each Score 15 Points, Both Players to Each Record 10 rebounds*) – Both of the specified players need to record the stated statistic in the specified time period of play for bets to be settled as won. If one (or both) of the specified players doesn’t record the stated statistic in the specified time period of play, then such bets will be settled as lost.

- *Next Field Goal Type and Next Field Goal Team Markets* – If the score of the Game listed for the market is never an official score during the Game per the Game’s official governing body, the bet will be voided.
- *Both Teams Total Points Markets* – Settlement is based on both teams being over or under the Total specified for the bet. If one team goes over the Total specified for the bet and the other team goes under the Total specified for the bet, such bet will be settled as lost.
- *Largest Comeback (Points) Markets* – Settlement is based on the largest point deficit faced by the winning team in the Game. Bets on several Selections can be settled as won.
- *Best of Two (BO2) Formats*
 - *Moneyline Markets* – For international basketball tournaments using a Best-of-Two (BO2) format, if a Game played as part of a 2-legged series Concludes in a tie and no overtime is played, bets will be voided.
 - *Spread and Total Markets* – If the Game Concludes in a tie at the end of regulation Game time and no overtime is played, bets will be settled based on the final score at the end of regulation Game time.

- *Futures Markets*

- For all NBA *Futures Markets*, any Game that the NBA schedules as a non-regular season game (for example only, the In-Season Tournament Championship Game) will not be treated as a regular season Game for the settlement of any NBA *Futures Markets*, and as such, for all NBA *Futures Markets*, the statistics accumulated from any non-regular season Game(s) will not be included for settlement purposes.
- *Champion/Conference, Champion/Division, Winner/Tournament Winner Markets* – If the Event is Concluded, bets will be settled based on the winner declared for the Event by the Event's official governing body, the team in the Event that is advanced to the next stage of the Competition (if no winner of the Event is declared, but a team in the Event is advanced to the next stage of the Competition), or the team in the Event that is declared champion by the Event's official governing body (if the Event is a final or championship). The tie-break rules set by the sport's official governing body will be used for settlement purposes to determine the team that wins the applicable division or conference. Bets will not be re-settled due to any subsequent protests, amendments, or disqualifications.
- *Division Winners Markets* – The tie-break rules set by the sport's official governing body to determine the team that wins the applicable division will be used for settlement purposes.
- *Division Position Markets* – The final standings at the end of the regular season declared by the sport's official governing body will be used for settlement purposes.
- *Conference Number X Seed Markets* – Settlement is based on the team that finishes in the relevant seed in the applicable conference at the end of the stated regular season, before any play-in tournament, play-in series, or play-in Games. The tie-break rules set by the sport's official governing body will be used for settlement purposes to determine the team that is the Xth seeded team of the applicable conference.
- *To Make the Playoffs/Tournament Markets* – If the applicable playoffs or post-season does not begin, bets will be voided unless settlement is already Unconditionally Determined at the time the sport's official governing body announced that the playoffs or post-season will not begin. If the number of teams that make the playoffs or post-season changes from the number at the time the bet was accepted by DraftKings, such bets will be voided unless settlement is already Unconditionally Determined at the time the number of teams eligible for the playoffs or post-season is changed. For NBA related bets, such bets will be settled based on the final field after any applicable play-in Games have been completed.

- *Regular Season Wins Markets* – If less than 98% of the regular season Games of the team bet on are not Concluded, based on the number of regular season Games officially scheduled at the time the bet was accepted by DraftKings, such bets on that team will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled number of regular season Games at the time the bet was accepted by DraftKings, the first official regular season schedule announced by the Game’s official governing body will be deemed the official number of regular season Games at the time the bet was accepted by DraftKings for purposes of this rule.
- *Most Regular Season Wins Handicap Markets* – Settlement is determined based on the team with the highest number of regular season wins out of the Selections available at the time the bet was accepted by DraftKings plus such team's handicap specified for the bet. For example only, if Team A has a handicap of 0 wins, Team B has a handicap of +5 wins, and Team C has a handicap of +6 wins and all 3 teams finish the regular season with the same number of wins, bets on the Selection “Team C” will be settled as won. A bet on the *Most Regular Season Wins Handicap Market* does not constitute a bet on the *Most Regular Season Wins Market*. If the same number of regular season games for each Selection available at the time the bet was accepted by DraftKings are not Concluded, bets on such Selections will be voided unless settlement is already Unconditionally Determined.
- *Seed Number Over/Under Markets* – The seed number in the conference standings where the team finishes after completion of the regular season (before any post-season games or play-in tournament games) will be used for settlement purposes. Rankings in any media poll are not used for settlement purposes. For example only, if a team finishes the regular season (before any post-season games or play-in tournament games) as the number four seed in its conference, and the Total for the bet was 3.5, bets on the “Over” Selection will be settled as won. For purposes of these markets, “Over” is a worse seed, and “Under” is a better seed.
- *Finals Exact Result Markets* – If the final round (for example only, NBA Finals) or championship bet on does not reach its intended, natural, or normal end within 90 calendar days (eastern prevailing time due to the location of DraftKings’ headquarters) from the final round or championship’s completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on such final round or championship will be voided unless settlement is Unconditionally Determined. If there was no officially scheduled completion date for the final round or championship at the time the bet was accepted by DraftKings, the first official completion date for the final round or championship announced by the final round or championship’s official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

- *Team Next Win/Loss* - If the Game specified for the bet is not Concluded on the date specified in the Selection, bets on such Selection will be voided.
- *Season Team Head-to-Head, Tournament Team Head-to-Head, and Team to Advance Further Markets* – If one or more of the Selections in a market either fails to start the applicable Competition or withdraws, retires, is disqualified from, forfeits, or otherwise similarly pulls out of or is removed from the Competition after it has started, all bets on such matchup will be voided unless settlement is already Unconditionally Determined. If both teams are eliminated in the same round, all bets will be settled as Push.
- *Regular Season Player Props Markets* – If less than 98% of the regular season Games of the team the player bet on plays for are Concluded, as scheduled at the time the bet was accepted by DraftKings, such bets on that player will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled number of regular season Games at the time the bet was accepted by DraftKings, the first official regular season schedule announced by the Game's official governing body will be deemed the official number of regular season Games at the time the bet was accepted by DraftKings for purposes of this rule. If a player is traded during the applicable regular season, the cumulative statistics of the player from all teams the player plays for during the applicable regular season will count for settlement purposes.
- *Regular Season Stat Leaders Markets* (for example only, *Highest Average Points/Rebounds/Assists/Threes Made/Steals/Blocks per Game*) – The player bet on must satisfy the applicable official governing body's statistical qualification minimums to be settled as the winner (for example only, a rule by the official governing body that a player must play at least 70% of their team's games to be considered the highest scoring average leader). If a player bet on does not satisfy the applicable official governing body's statistical qualification minimums, bets on that player will be settled as lost. If two players have the same rounded average as published by the league's official governing body, the player's non-rounded average, as determined by DraftKings' calculations from the official statistics of the league's governing body, will be used to break the tie. If a tie still remains, Dead Heat rules apply. These Regular Season Stat Leaders Markets rules shall apply to all Team Specials Markets involving a regular season statistics leader.
- *Most Points/Rebounds/Assists/Threes Made/Steals/Blocks In Series Markets* – If a player does not Participate in at least one Game in the applicable series, bets on such player will be voided. If the player with the highest applicable statistic in the applicable series is not a Selection at the time the bet was accepted by DraftKings, all such bets will be settled as lost.
- *Player Regular Season Averages Markets* (for example only, *Regular Season Average Points per Game, Regular Season Average Rebounds per Game*) – For NBA markets only,

if a player does not Participate in at least 41 regular season Games, bets on such player will be voided. For Women's National Basketball Association (“**WNBA**”) markets only, if a player does not Participate in at least 22 regular season Games, bets on such player will be voided. These *Player Regular Season Averages Markets* rules shall apply to all *Team Specials Markets* involving a regular season player average.

- *Head-2-Head Regular Season Averages Markets* (for example only, *Regular Season Average Points per Game, Regular Season Average Rebounds per Game*) – For NBA markets only, if all Selections do not Participate in at least 41 regular season Games, bets will be voided. For WNBA markets only, if all Selections do not Participate in at least 22 regular season Games, bets will be voided. These *Head-2-Head Regular Season Averages Markets* rules shall apply to any *Head-2-Head Team Specials Markets* involving regular season player average.
- *Player Playoffs Average and Player Playoff Series Average Markets* (for example only, *Playoff Series Average Points per Game, Playoff Series Average Rebounds per Game*) – For NBA *Player Playoffs Average Markets* only, if a player does not Participate in at least four Games in the entire playoffs, bets on such player will be voided. For WNBA *Player Playoffs Average Markets* only, if a player does not Participate in at least two Games in the entire playoffs, bets on such player will be voided. For NBA *Player Playoff Series Average Markets* only, if a player does not Participate in at least three Games in the applicable playoff series, bets on such player will be voided. For WNBA *Player Playoff Series Average Markets* only, if a player does not Participate in at least two Games in the applicable playoff series, bets on such player will be voided.
- *Head-2-Head Playoff Average and Head-2-Head Playoff Series Average Markets* – For NBA *Head-2-Head Playoff Average Markets* only, if all Selections do not Participate in at least four Games in the entire playoffs, bets will be voided. For WNBA *Head-2-Head Playoff Average Markets* only, if all Selections do not Participate in at least two Games in the entire playoffs, bets will be voided. For *Head-2-Head NBA Playoff Series Average Markets* only, if all Selections do not Participate in at least three Games in the applicable playoff series, bets on such market will be voided. For *Head-2-Head WNBA Playoff Series Average Markets* only, if all Selections do not Participate in at least two Games in the applicable playoff series, bets on such market will be voided.
- *Next Player to Record X+ Statistic Markets* (for example only, *Next Player to Record X+ Points, Next Player to Record X+ Rebounds*) – If two or more players record the stated statistic on the same day, bets on any such player that recorded the stated statistic on the same day will be settled as won (all Games will be treated as played on the date the Game starts (local stadium time)). If a player that is not listed as a Selection at the time the bet was accepted by DraftKings is the next player to achieve the stated statistic, such

bets will be settled as lost. If no player records the stated statistic in the remainder of the applicable season, bets will be voided.

- *Playoff Series Markets* – If there is a change in the number of Games in a playoff or post-season series from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on all markets, except for *Playoff Series Winner Markets*, will be voided unless settlement is Unconditionally Determined. For *Playoff Series Winner Markets*, if there is a change in the number of Games in a playoff or post-season series from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bet will be settled in accordance with the winner declared by the Event's official governing body. If no winner is declared by the Event's official governing body, bets on such Event will be voided. If no official number of playoff or post-season games was announced or scheduled at the time the bet was accepted by DraftKings, the number of playoff or post-season games first announced or scheduled by the Event's official governing body shall be deemed the official number of Games in a playoff or post-season series at the time the bet was accepted by DraftKings for purposes of this rule.
- *Player to Record X Performance In Every Game in a Series Markets* – If a Selection bet on does not Participate in each Game of the applicable series, such bet will be voided.
- *Team Specials Market* – If any leg of a team specials bet is voided, the entire bet shall be voided irrespective of the outcome of the other legs in the bet. If a player plays for more than one team during an applicable season, statistics accumulated by such player on all teams they played for that season will count for settlement purposes.
- *All-Star Markets* – If the Selection bet on is named as a replacement all-star, bets on such Selection will be settled as won.
- *Team To Go Undefeated at Home Markets* – Only home games played in the state or province where the specified team's official home arena is located will count for settlement purposes. Outcomes from Games in which the specified team is designated as the home team, but the game takes place in a different state, province, or country, will not count for settlement purposes. If the team bet on does not play at least 38 home Games in the state or province of its official home arena, bets on such team will be voided.
- *Last Team To Be Undefeated Markets* – Bets are settled based on the day the Game Concluded, regardless of what time the Game is played. If two or more winning Selections tie, Dead Heat Reduction rules apply.
- *Player's Next Team Markets* – Settlement is determined by the team the applicable player is on when the player Participates in their next regular season Game. If "after X date" is specified in the bet, then the next regular season Game the player Participates in after

the specified date will be used for settlement purposes. If the player applicable to the bet does not Participate for any team in the relevant period specified for the bet, such bet will be voided regardless of which team's roster the player is on.

- *Draft Props Markets (Pro Basketball) Markets* – The statistics from the league's official governing body will be used for settlement purposes.
- *Draft Position Over/Under Markets* – If a player declares for the draft and goes undrafted, bets on the "Over" Selection will be settled as won. If a player does not declare for the draft or withdraws before the draft starts, bets on such player will be voided.
- *Team to Draft Player Markets* – This market will be settled based on the team announced at the podium as selecting the relevant player in the relevant draft. Only trades that impact which team is announced at the podium as drafting the relevant player will be considered for settlement purposes. Any trades that do not impact which team is announced at the podium as drafting the relevant player will not be considered for settlement purposes. For example only, at the podium it is announced that Player A was drafted by Team X with the 5th pick in the draft, and immediately after the announcement Team X trades Player A to Team Y. In this case, bets on Team X will be settled as won, and all other Selections in this market will be settled as lost. For further example only, if before the 3rd pick of the draft it is announced that Team B is trading its 3rd pick of the draft to Team C, but Team B is still announced at the podium as having drafted Player D, bets on Team B for this market will be settled as won, and all other Selections will be settled as lost. If the relevant player does not declare for or is not drafted in the relevant NBA Draft, bets on such player will be voided.
- *Number X Markets* – If the player drafted as the specified pick was not a Selection at the time the bet was accepted by DraftKings, bets will be settled as lost.
- *Daily Props Markets* – If the number of Games stated in the market title or header do not all reach their intended, natural, or normal end on the date specified for the bet, the bet will be voided.
- *Daily Player Markets* – Except for markets labeled as "listed players only", if the winning leading player is not listed as a Selection at the time the bet was accepted by DraftKings, bets will be settled as lost. For markets labeled as "listed players only", such markets will be settled as the leading player out of the listed Selections offered for such bet at the time the bet was accepted by DraftKings.
- *Player to Reach Milestone Before, On, or After X Game and Player to Break Record Before, On, or After X Game Markets* – If the applicable player does not accomplish the record or milestone specified for the bet in the season listed for the bet, bets on these markets will be

voided unless settlement is already Unconditionally Determined. If the Game specified for the bet is not Concluded on the date specified on the DraftKings Platform, such bet will be voided. If the player changes teams prior to accomplishing the record or milestone, bets on such player will be voided.

Boxing

For the purposes of these Boxing Sport Rules, any reference to “Fight” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

If a Fight starts but is not Concluded within 48 hours of the start of the Fight, bets on such Fight will be voided unless settlement is Unconditionally Determined.

Bets will not be voided solely because the number of rounds for the Fight is changed, unless settlement of a bet would be automatically determined due to the change in the number of rounds, in which case such bets will be voided. For example only, if a Fight scheduled for 12 rounds is changed to 10 rounds, bets involving the 11th and 12th rounds will be voided as well as bets on total rounds over 11 rounds.

General Boxing Settlement Rules

- Unless the official results applicable to the settlement of a bet are changed by officials at the venue for the Fight or there is clear and convincing evidence that the information applicable to the settlement of a bet is incorrect, settlement will be determined using (i) the official announcement made in the ring after the Conclusion of the Fight, or (ii) where the official in-ring announcement at the Conclusion of the Fight does not include the information applicable to settlement of a bet, the information provided by the Fight’s official governing body at the time of the official in-ring announcement.
- For any knockdown markets related to *Rounds or Group of Rounds* markets, if the Fight ends prior to the applicable round (or group of rounds) the bet has been placed on, such bet will be settled as lost. For example only, if the Fight finishes in round five, and a bet was accepted by DraftKings on there being a knockdown in rounds 7-12, such bet will be settled as lost.
- In the case of Fights with 3-minute rounds, for markets where a half round is stated, 90 seconds of the respective round will define the half to determine over or under. For example only, 90 seconds into the 7th round of a Fight will equal over 6.5 rounds. In the case of Fights with 2-minute rounds, where a half round is stated, then one minute of the respective round will define the half to determine over or under.
- If a no contest or technical draw has been declared in a Fight before four rounds have been completed, all bets on such Fight will be voided unless settlement is already Unconditionally Determined.

Market Specific Boxing Settlement Rules

- *Round Betting and When the Fight Will End Markets*
 - If a Fight stops between rounds prior to the sound (for example only, bell) that starts the next round, the Fight will be deemed to have stopped in the prior round for settlement purposes.
 - Fights will only be deemed to Go the Distance if the full number of rounds for the Fight, as officially scheduled at the start of the Fight, are completed, regardless of which fighter wins the Fight.
 - If a technical decision is declared, the round that the Fight was stopped in will be used for settlement purposes.
 - For *Round Betting Markets* only, if technical decision is a Selection for a bet and the Fight ends in a technical decision, only bets on the Selection “Technical Decision” will be settled as won, and bets on all other Selections will be settled as lost, regardless of the round in which the technical decision occurred.

Chess

Schedule and Format Changes

If an Event does not, or the Event's official governing body declares the Event will not, reach its intended, natural, or normal end, other than through a resignation, within 30 calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on *Moneyline Markets* for that full Event will be voided (regardless of a winner for the Event being declared, a participant in the Event advancing to the next stage of the Competition, or a participant in the Event being declared the champion), and all other such bets on that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Event announced by the Event's official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph. For clarity, in Chess, an Event that ends through a resignation, or a concession through resignation, will be deemed to have reached its intended, natural, or normal end for settlement purposes.

Market Specific Chess Settlement Rules

- *Futures Markets* – Bets will not be voided solely because a Selection does not Participate in the Event.

Competitive Eating

Schedule and Format Changes

Except for *Futures Markets*, if a Game does not start, or the Game's official governing body announces that such Game will not start, within seven calendar days of the Game's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if a Game starts but does not reach its normal, natural, or intended end within seven calendar days (local venue time) of the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within seven calendar days (local venue time) from the Game's last instance of play, bets on *Moneyline Markets* for such full Game will be voided (regardless of a winner for such Game being declared, a participant or team in the Game advancing to the next stage of the Competition, or a participant or team in the Game being declared the champion) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

For bets on a *Futures Market*, if the Event is not Concluded within 10 calendar days (local venue time) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on *Futures Markets* for such Event will be voided unless settlement is already Unconditionally Determined. If the Event starts, is then Interrupted, but is Concluded within seven calendar days (local venue time) of the Event's last instance of play, bets on *Futures Markets* for that Event will be settled based on the winner declared by the Event's official governing body, the participant advanced to the next stage of the Competition (if no winner of the Event is declared, but a participant in the Event is advanced to the next stage of the Competition), or the participant declared champion by the Event's official governing body (if the Event is a final or championship). If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Cricket

For the purposes of these Cricket Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

Except for *Futures Markets* or a bet on a Competition, if a Match does not start on the date scheduled for the Match (local stadium time), bets on such Match will be voided, unless the Match is played on any official reserve day(s). Bets for a Match will not be voided solely because an incorrect start date and/or time is specified for the Match on the DraftKings Platform.

General Cricket Settlement Rules

- A “**Tie**” in a cricket Match refers to both teams finishing with the same score, and a “**Draw**” refers to an incomplete Match where a draw result is issued by the Match’s official governing body. If “Draw” was offered as a Selection and the Match Concludes in a Tie, bets on the Selection “Draw” will be settled as lost and all other remaining Selections will be settled using Dead Heat Reduction rules.
- In a Match where a bowl off or super over determines the winner of the Match, bets will be settled on the official result for the Match declared by the Match’s official governing body. In the case of a Tie, if the official Match rules do not determine a winner, then Dead Heat Reduction rules will apply.
- When a player leaves the field as a substitute, such substitution will not count as a wicket for settlement purposes. If the player who left the field does not return, any bets on such player will be settled based on the statistics at the time the player left the field. When a player enters the Match as a substitute, both the player entering the Match and the player replaced will be deemed to have played a full part in the Match for settlement purposes.
- A player being sent off is considered a retired out and will be deemed a wicket for settlement purposes.
- Penalty runs added to a team’s total after the conclusion of the innings will not count for settlement purposes in the previous innings. Penalty runs awarded in an innings or added before an innings commences will count towards the innings they are added to for settlement purposes, unless otherwise stated in these Cricket Sport Rules.
- For The Hundred format, an over will consist of five legal deliveries, so a full innings will be made up of 20 overs.

- Boundaries, extras, runs, and wickets scored or taking place in a super over do not count for settlement purposes.

Market Specific Cricket Settlement Rules

- *Moneyline Markets* – If a Match is abandoned, including, but not limited to, due to bad weather, and no official result for the Match is declared by the Match's official governing body, bets on such Match will be voided. If a Match is abandoned but the Match's official governing body declares a result using an official method (*i.e.*, the Duckworth–Lewis–Stern method for a limited-overs match), the result for the Match declared by the match's official governing body will be used for settlement purposes.
- *Draw No Bet Markets* – Predict which team will be the winner. If a Match ends in a Draw, bets on such Match will be settled as Push.
- *Double Chance Markets* – Predict the Match result to be one of three Selections. Bets will be settled on the official result of the Match, provided at least one delivery has been bowled in the Match.
- *Tied Match Markets* – Predict if the Match will Conclude in a Tie. Bets will stand on official results except if no delivery has been bowled in the Match. If the Match is abandoned or there is no official result, bets on that Match will be voided. Settlement is only related to the allotted overs for the Match and does not include the outcome of a super over.
- *Innings Runs Markets*
 - Test and First-Class Matches – If a team declares, that innings will be considered complete for settlement purposes, and settlement will be based on the official score, regardless of the number of wickets lost. For Test and First-Class Matches that end in a Draw, all bets for that Match will be voided if fewer than 200 overs are bowled or if fewer than 60 overs have been bowled in an incomplete innings, in each case, unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (for example only, One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs (as scheduled at the time the bet was accepted by DraftKings) to be bowled for the applicable innings are not completed due to external factors, including, but not limited to, bad weather, bets on that Match will be voided unless settlement is already Unconditionally Determined before the reduction of the scheduled overs. Bets placed on future innings will remain valid regardless of the runs scored in any current or previous innings.
- *Innings Total Fours/Sixes Markets*

- Predict whether the total number of fours/sixes in the innings will be over or under a specified figure. Only fours and sixes scored off the bat (off any delivery – legal or not) will count towards the total innings' fours and sixes for settlement purposes. Overthrows, all run fours, and extras do not count for settlement purposes.
- Test and First-Class Matches – If a Match ends in a Draw, bets on such Match will be voided if fewer than 200 overs are bowled, unless settlement is already Unconditionally Determined.
- Limited Overs Matches (for example only, One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs (as scheduled at the time the bet was accepted by DraftKings) to be bowled for the applicable innings are not completed due to external factors, including, but not limited to, bad weather, bets on that Match will be voided unless settlement is already Unconditionally Determined before the reduction of the scheduled overs.
- *Both Teams to Score 'X' Runs Markets* – Predict if both teams will score the specified number of runs. Each inning will be determined to be complete if at least 80% of the overs scheduled, at the time the bet was accepted by DraftKings, have been bowled. If both innings are not determined complete, bets on such innings will be voided. For First-Class Matches that are Drawn, bets on such Match will be voided if fewer than 100 overs have been bowled in either team's 1st innings, unless settlement is already Unconditionally Determined. Only runs scored in the 1st innings count for settlement purposes. If a team declares, that innings will be considered complete for the settlement purposes.
- *Grouped Overs Runs Markets* – Predict how many runs will be scored in the specified number of overs. If the specified number of overs is not completed, bets on that Event will be voided, unless the team is all out, declares, reaches its target, or settlement is already Unconditionally Determined. Extras and penalty runs in the particular group of overs count towards runs for that group of overs for settlement purposes. In Limited Overs Matches, bets on a Match will be voided if it was not possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was accepted by DraftKings, due to external factors, including, but not limited to, bad weather, unless settlement is already Unconditionally Determined before the reduction of scheduled overs. In these cases, a new market may be created for the same group of overs. In drawn First Class Matches, bets on a Match will be voided if the number of overs specified for the bet in question is not completed, unless settlement is already Unconditionally Determined.
- *Grouped Overs Runs (5 Balls) Markets* – Predict how many runs will be scored in the number of overs (5 balls) specified for the bet. If the number of overs specified for the bet is not completed, all bets on *Grouped Overs Runs (5 Balls) Markets* will be voided for such Event,

unless the team is all out, declares, reaches its target, or settlement is already Unconditionally Determined. Extras and penalty runs in the particular group of overs count towards runs for that group for settlement purposes. In 100-ball Matches, bets will be voided if it was not possible to complete at least 80% of the overs scheduled to have been bowled at the time the bet was accepted by DraftKings, due to external factors, including, but not limited to, bad weather, unless settlement of the bet is already Unconditionally Determined before the reduction of the scheduled overs. In these cases, a new market may be created for the same group of overs.

- *Session Runs Markets* – Predict how many runs will be scored in the specific session. The total number of runs scored is used for settlement purposes, regardless of which team has scored them. If fewer than 20 overs are bowled in a session, bets on that session will be void unless settlement is already Unconditionally Determined.
- *Fall of 1st/Named Wicket Markets* – Predict whether the 1st or named wicket will fall before or after a specified number of runs has been scored. Settlement is based on the number of runs scored by the batting team at the point the specified wicket falls. If the innings reaches its intended end, including the completion of allotted overs, reaching the target, or a declaration, before the named wicket falls, the final score at the end of the innings will be used for settlement purposes for all current and future named wicket markets. If a batter retires hurt, all bets on that wicket will carry over to the next wicket until a wicket falls or the innings is completed. If a batter retires out on the wicket, all bets will be settled as normal.
 - Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled, bets will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs are not completed due to external factors, including, but not limited to, bad weather, bets will be voided unless settlement is already Unconditionally Determined or goes on to be Unconditionally Determined. Settlement will be considered Unconditionally Determined if the line at which the bet was placed is passed or the wicket in question falls.
- *Next Over Runs Markets* – Predict the total runs scored during the next over of the Match. If the specified over is not completed, bets on that over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case all bets will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets on such over will be voided. Extras and penalty runs in the particular over count as runs scored in that over of the Match for settlement purposes, unless penalty runs cause

the innings or Match to end before a ball is bowled in the over, in which case bets on such over will be voided. Any penalty runs added prior to an innings commencing will not count for settlement purposes. If a run out occurs in the bowler's run up to end the Match, and no deliveries have been completed in that over, bets on that over will be voided.

- *Next Over Runs (5 Balls) Markets* – Predict the total runs scored during the next over (five balls) of a 100-Ball Match. If the specified over is not completed, bets on such over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case bets on that over will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets will be voided. Extras and penalty runs in the particular over count towards runs scored in that over for settlement purposes, unless penalty runs cause the innings or Match end before a ball is bowled in the over, in which case bets on such over will be voided. Any penalty runs added prior to an innings commencing will not count for settlement purposes. If a run out occurs in the bowler's run up to end the Match, and no deliveries have been completed in that over, bets on such over will be voided.
- *Next Over Wicket? (Yes/No) Markets* – Any wicket, including run outs, will count for settlement purposes. A batter retiring hurt does not count as a wicket for settlement purposes. If a batter is timed out or retired out, the wicket is deemed to have taken place on the previous ball for settlement purposes. If the specified over is not completed, bets on that over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case bets on that over will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets on such over will be voided. If a run out occurs in the bowler's run up, a wicket is deemed to have taken place in that bowler's over for settlement purposes.
- *Next Over Odd/Even Markets* – If the specified over is not completed, bets will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case bets on that over will be voided unless settlement is already Unconditionally Determined. If the over does not commence for any reason, bets on such over will be voided. Extras and penalty runs in the particular over count as runs scored in that over for settlement purposes, unless penalty runs cause the innings or Match to end before a ball is bowled in the over, in which case bets on that over will be voided.

- *Runs Off Delivery Markets* – The number of runs added to the team total, off the delivery specified for the bet, will be used for settlement purposes. All illegal balls count as deliveries for settlement purposes. For example only, if any over starts with a wide, then one run for the wide delivery will be the settlement for the 1st delivery, despite there being no legal ball bowled. The next ball will be deemed as delivery two for that over for settlement purposes. If a delivery leads to a free hit or a free hit is re-bowled because of an illegal delivery, the runs scored off the additional delivery do not count for settlement purposes. All runs, whether off the bat or not, are included for settlement purposes. For example only, a wide with three extra runs taken equates to four runs in total off that delivery for settlement purposes. Penalty runs which occur during the delivery count as runs scored off the delivery for settlement purposes. For example only, if the ball hits a fielder's helmet on the outfield (which results in five penalty runs) while the batters run one, this market would settle as six runs off that delivery. Any penalty runs added prior to an innings commencing will not count for settlement purposes.
- *Wicket Off Delivery Markets* – Predict whether a wicket will fall in the delivery specified for the bet. If the delivery specified for the bet is not completed, bets on that delivery will be voided. Any wicket, including, but not limited to, run outs, will count as a wicket for settlement purposes. If a batter is retired hurt, the wicket does not count for settlement purposes. If a batter is timed out or retired out, the wicket is deemed to have taken place on the previous ball for settlement purposes.
- *Batter Total Runs, Batter Milestone Runs, Batter To Score 50+ Runs, and Batter To Score 100+ Runs Markets* – Predict whether the named batter will score more or less than the total number of runs specified for the bet. Bets will be voided if the named batter has not faced one delivery or is not out without facing a delivery in the Match. If the named batter finishes the innings not out as a result of a declaration, the team reaching the end of its allotted overs, or the team reaching its target, the named batter's score will be the final result for settlement purposes. If the named batter retires hurt, but returns later, the total runs scored by that batter in the innings will count for settlement purposes. If the named batter does not return later in the Match, the statistics at the time that batter retired will be used for settlement purposes.
 - Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled for such Match, bets on that Match will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs are not completed in either innings due to external factors, including, but not limited to, bad weather, bets on that Match will be voided unless settlement is already Unconditionally Determined, or goes on to be

Unconditionally Determined. Settlement will be Unconditionally Determined if the line at which the bet was accepted by DraftKings is passed or the batter is dismissed.

- *Batter Total Fours/Sixes Markets* – Predict whether the named batter will score more or less fours/sixes than the total specified for the bet. Only fours/sixes scored from the bat (off any delivery – legal or not) will count towards the total fours/sixes for settlement purposes. Overthrows, all run fours, and extras do not count as fours/sixes scored for settlement purposes. Bets will be voided if the specified batter has not faced one delivery or is not out without facing a delivery in the Match. If a batter finishes the innings not out as a result of a declaration, the team reaching the end of its allotted overs, or the team reaching its target, the named batter's number of fours/sixes at the point of the declaration, the team reaching the end of its allotted overs, or the team reaching its target will be used for settlement purposes. If the named batter retires hurt, but returns later, the total fours/sixes scored by that batter in the innings will count for settlement purposes. If the named batter does not return later in the Match, that batter's number of fours/sixes at the point the batter retired will be used for settlement purposes.
 - Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs have not been completed in either innings due to external factors, including, but not limited to, bad weather, bets on that Match will be voided unless settlement is already Unconditionally Determined, or goes on to be Unconditionally Determined. Settlement will be Unconditionally Determined if the line at which the bet was accepted by DraftKings is passed or the batter is dismissed.
- *Next Batter Out Markets* – Predict which batter will be the next batter to be out. If either batter specified for the bet retires hurt or the batters at the crease are different from those specified for the bet, bets placed on both batters will be voided. If no further wickets fall after the bet was accepted by DraftKings, bets for this market will be voided.
- *Batter Method of Dismissal (Out) Markets* – Predict the method by which the batter specified for the bet will be out. If the batter specified for the bet is not out, bets on that batter will be voided. If the batter specified for the bet retires, and does not return to bat later in the Match, all bets on such batter will be voided. Bets will not be voided solely because the batter specified for the bet returns to bat later in the Match and is out. Caught and bowled is included in fielder catch for settlement purposes.
- *Last Batter Standing Markets* – Predict which batter will be not out at the completion of the innings. If there are two or more batters who are not out upon completion of the innings, the

last batter to face a delivery (legal or not) will be considered the batter not out at the completion of the innings for settlement purposes. Players will be deemed to have been out for settlement purposes if they were no longer at the crease having retired hurt or did not bat. If more than 11 players bat in an innings, bets for that innings will be voided. In a Limited Overs Match, bets on such Match will be voided if the innings have been reduced in any way due to external factors, including, but not limited to, bad weather. If a Selection does not Participate in the innings, bets on such Selection will be voided. A bet on a Selection that Participated in the innings will not be voided solely due to the Selection being a substitute.

- *Both Batters to Score a Boundary In Over Markets* – Predict if both batters will score a boundary in the over specified for the bet. If the over specified for the bet is not completed, bets on such over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case bets on such over will be voided unless settlement is already Unconditionally Determined. If the over specified for the bet does not commence for any reason, bets on such over will be voided. Both fours and sixes scored from the bat (off any delivery – legal or not) will count as a boundary for settlement purposes. Overthrows, all run fours, and extras do not count as a boundary for settlement purposes. Bets will not be voided solely because either batter specified for the bet being dismissed or retired hurt before the over commences.
- *Both Four and Six to Be Scored in an Over Markets* – Predict if both a four and a six will be scored in the over specified for the bet. If the over specified for the bet is not completed, bets on that over will be voided unless settlement is already Unconditionally Determined. If an innings ends during an over, then that over will be deemed to be complete for settlement purposes, unless the innings is ended due to external factors, including, but not limited to, bad weather, in which case all bets on that over will be voided unless settlement is already Unconditionally Determined. If the over specified for the bet does not commence for any reason, all bets on that over will be voided. Only fours or sixes scored from the bat (off any delivery – legal or not) will count for settlement purposes. Overthrows, all run fours, and extras do not count as a four or six for settlement purposes.
- *Bowler Total Wickets Markets* – Predict whether the named bowler will take a greater or fewer number of wickets than the total number of wickets specified for the bet. In all forms of cricket, if the named bowler does not bowl at least one delivery, bets on such bowler will be voided. Bets on a Limited Overs Match will be voided if at least 80% of the scheduled overs have not been completed in the relevant innings due to external factors, including, but not limited to, bad weather, unless settlement is already Unconditionally Determined. Settlement will be considered Unconditionally Determined if the line at which the bet was accepted by DraftKings is passed. In a Drawn First-Class Match, bets on such Match will be

voided if fewer than 200 overs have been bowled in the Match, unless the named player's bowling innings is complete. Wickets taken in a super over will not count for settlement purposes.

- *A 50/100 Score in the Match Market* – Predict whether an individual player will score a 50/100 in the Match. Any individual player score of a 50 and above in the Match counts as a 50 for settlement purposes. Any individual player score of 100 and above in the Match counts as a 100 for settlement purposes.
 - Test and First-Class Matches – In Drawn Matches, bets on the Match will be voided if fewer than 200 overs are bowled in the Match, unless settlement is already Unconditionally Determined.
 - Limited Overs Matches – Bets on the Match will be voided if it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *A 50/100 Score in the 1st Innings Markets* – Any individual player score of 50 and above counts as a 50 for settlement purposes. Any individual player score of 100 and above counts as a 100 for settlement purposes. Only individual player scores of 50 and above and 100 and above scored in the 1st innings of the Match by the team batting 1st, as opposed to both teams, will count for settlement purposes. The applicable innings must be completed (declarations count for settlement purposes); otherwise bets on such Event will be voided unless settlement is already Unconditionally Determined.
- *Top Batter in Innings Markets* – Predict which player will have the highest individual score in a team's innings. In Limited Over Matches, bets will be voided if at least 50% of the overs scheduled to have been bowled at the time of bet placement could not be completed, due to external factors, including, but not limited to, bad weather.
 - Pre-Match bets on First-Class Matches apply only to the 1st innings of each team, and if fewer than 200 overs have been bowled in such Match, bets on that Match will be voided unless settlement is already Unconditionally Determined. If a player was named at the toss, but later removed as a concussion substitute, bets on such removed player and substitute player will not be voided solely because the player was removed as a concussion substitute or was substituted in for the removed player.
 - Bets will not be voided solely because a batter does not bat but was named in the starting 11.

- If a substitute batter is added to the Match during the batting innings, but after a Live bet was accepted by DraftKings, such Live bet on the batter who was substituted out will not be voided solely due to the substitution (for example only, bets on any Selection, other than the substitute batter will be settled as lost if the substitute batter scores the highest individual score in the innings of the substitute batter's team). A new market may be offered with the updated Selections. If a batter is substituted into the Match after the batting innings are over, bets on that batter Selection will be voided.
- If two or more players score the same number of runs in the innings, Dead Heat Reduction rules apply.
- Runs scored in a super over do not count for settlement purposes.
- *Top Bowler in Innings Markets* – Bets are settled on the bowler with the highest individual number of wickets in an individual innings. In Limited Over Matches, bets will be voided if at least 50% of the overs scheduled to have been bowled at the time of bet placement could not be completed due to external factors, including, but not limited to, bad weather.
 - Pre-Match bets on First-Class Matches apply only to the 1st innings of each team, and if fewer than 200 overs have been bowled, bets on such Match will be voided unless settlement is already Unconditionally Determined. If a player was named at the toss, but later removed as a concussion substitute, bets on such removed player and substitute player will not be voided solely because the player was removed as a concussion substitute or was substituted in for the removed player.
 - Bets will not be voided solely because a bowler does not bowl but is named in the starting 11.
 - If a substitute bowler is added to the Match during the bowling inning, but after a Live bet was accepted by DraftKings, such Live bet on the bowler who was substituted out will not be voided solely due to the substitution (for example only, bets on any Selection, other than the substitute bowler, will be settled as lost if the substitute bowler takes the most wickets). A new market may be offered with the updated Selections. If a bowler is substituted into the Match after the bowling innings are over, bets on that bowler will be voided.
 - If two or more bowlers have taken the same number of wickets, the bowler who has conceded the fewest runs will be deemed the bowler with the highest individual number of wickets for settlement purposes. If there are two or more bowlers with the same number of wickets taken and the same number of runs conceded, Dead Heat Reduction rules apply.

- Wickets taken in a super over do not count for settlement purposes.
- If no bowlers take a wicket in an innings, all bets will be voided.
- *Player of the Match Markets* – The officially declared player of the Match will be used for settlement purposes. If two or more players are declared player of the Match, Dead Heat Reduction rules apply. If no player of the Match is officially declared, bets will be voided. If a Selection does not Participate in the Match, bets on such Selection will be voided. A bet on a Selection who Participated in the Match will not be voided solely due to the Selection being a substitute.
- *Player to Score Most Sixes Markets* – Bets placed on any batter not in the starting 11 will be voided. If one or more sixes are scored in the Match, bets on any batter who does not bat in the Match will be settled as lost. If two or more players score the most sixes in the Match, Dead Heat Reduction rules apply. If no sixes are scored in the Match, bets on such Match will be voided. If the number of scheduled overs or balls per innings for the Match is not at least equal to the values stated below for the Match's applicable format, bets on such Match will be voided unless settlement is already Unconditionally Determined:
 - One Day Matches – 40 overs
 - Twenty20 Matches – 20 overs
 - T10 Matches – 10 overs
 - 100-Ball Matches – 100 balls
- *Batter Match Bets Markets* – Predict which batter will score more runs in the Match. If either Selection is not either named in the starting 11 or appear in the Match as a substitute, bets on both Selections for this market for such Match will be voided. Bets on a Selection will not be voided solely because the Selection does not subsequently bat in the Match after being named in the starting 11 or appearing in the Match as a substitute. Runs scored in a super over will not count as runs scored by a Selection for settlement purposes. If both Selections end the Match on an equal number of runs, bets for these Selections for this market will be voided.
 - Test and First-Class Matches – Only runs scored in the 1st innings of the Match count for settlement purposes. In Drawn First-Class Matches, if fewer than 200 overs have been bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.

- Limited Overs Matches – If it was not possible to complete at least 80% of the scheduled overs in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- *Bowler Match Bets Markets* – Predict which player will take the most wickets in the Match. If either Selection is not either named in the starting 11 or appear as a substitute in the Match, bets on both Selections for this market will be voided. Bets will not be voided solely because either Selection does not subsequently bowl in the Match after being named in the starting 11 or appear in the Match as a substitute. Wickets taken in a super over will not count as a wicket taken by a Selection for settlement purposes. If both Selections take an equal number of wickets in the Match, the Selection with the least number of runs conceded in the Match will be deemed the winner for settlement purposes. If both Selections take an equal number of wickets in the Match and conceded the same number of runs in the Match, bets for these Selections for this market will be voided.
 - Test and First-Class Matches – Only wickets taken in the 1st innings of the Match count for settlement purposes. In Drawn First-Class Matches, if fewer than 200 overs have been bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches – If it was not possible to complete at least 80% of the scheduled overs in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- *Highest Individual Score Markets*
 - Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *Highest Opening Partnership Markets* – If the batting team reaches the end of its allotted overs, reaches its target, or declares before the 1st wicket falls, the result will be the total runs amassed. A batter retiring hurt does not count as a wicket for settlement purposes.

- Test and First-Class Matches – Only runs scored in each team’s 1st innings of the Match count for settlement purposes. In Drawn Matches, if fewer than 200 overs are bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If at least 80% of the scheduled overs are not completed in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of the scheduled overs.
- *Most Match Fours/Sixes Markets* – Predict which team will score the most fours/sixes in the Match. Only fours and sixes scored from the bat (off any delivery – legal or not) will count towards the total fours/sixes for settlement purposes. Overthrows, all run fours, and extras do not count as fours or sixes for settlement purposes.
 - Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs are bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in either innings of the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *Most Run Outs Markets* – Predict which team will create the most run outs while fielding. If the Match is abandoned after it starts, bets on such Match will be voided. If a Match’s overs are reduced and a Match result is reached, then the team that achieved the most run outs while fielding, regardless of the number of overs bowled, will be deemed to have created the most run outs while fielding for settlement purposes. In Matches determined by a super over, any run out during the super over will not count for settlement purposes. In Test Matches and First-Class Matches any run outs in any innings of the Match will count for settlement purposes.
- *Dismissal Method Markets* – Predict the method by which the 1st/next batter will be given out. If there are no wickets in the Match, bets on such Match will be voided. For Live bets only, if there are no wickets in the Match after the Live bet was accepted by DraftKings, such Live bet will be voided.
 - *Method of Dismissal 2-Way Markets* – The Selections available are “Caught” and “Not Caught”. Not Caught includes Bowled, Leg Before Wicket (“**LBW**”), Run Out, Stumped,

Hit Wicket, Hit the Ball Twice, Obstructing the Field, Handled the Ball, and Timed Out. A batter retiring as hurt does not count as a wicket for settlement purposes. If no wickets fall after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out before the wicket falls, bets placed on that wicket will be voided.

- *Method of Dismissal 6-Way Markets* – The Selections available are “Caught”, “Bowled”, “LBW”, “Run Out”, “Stumped”, and “Any Other Method”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball Twice, Obstructing the field, Handled the Ball, and Timed Out. A batter retiring as hurt does not count as a wicket for settlement purposes. If no wickets fall after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out before the wicket falls, bets placed on that wicket will be voided.
- *Method of Dismissal 7-Way Markets* – The Selections available are: “Bowled”, “Fielder Catch”, “Keeper Catch”, “LBW”, “Run Out”, “Stumped”, and “Any Other Method”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball Twice, Obstructing the field, Handled the Ball, and Timed Out. A batter retiring as hurt does not count as a wicket for settlement purposes. If no further wickets fall after the bet was accepted by DraftKings, such bet will be voided. If a batter retires out before the wicket falls, bets placed on that wicket will be voided.
- *Wickets Lost In “X” Runs Markets* – Settlement is determined by the number of wickets lost in the Match by the time a specific score in the Match is reached. If a team declares or reaches its target or the quoted score is otherwise not reached, then the number of wickets lost in the Match at that point in the Match will be used for settlement purposes.
 - Test and First-Class Matches – Bets will not be voided solely because the Match is delayed, including, but not limited to, delays caused by weather.
 - Limited Overs Matches – If after the time the bet was accepted by DraftKings, the number of overs (or balls for 100-Ball Matches) for the innings in the Match is reduced by more than the values stated below for the applicable format of the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined:
 - One Day Matches – 5 or more overs
 - Twenty20 Matches – 3 or more overs
 - T10 Matches – 1 or more overs
 - 100-Ball Matches – 21 or more balls

- *1st Wicket Method Markets* – Predict the method by which the 1st wicket in the Match will be taken. If the Match is abandoned before a wicket is taken or there is no wicket taken at all in the Match, bets on such Match will be voided. The Selections available are: “Caught”, “Bowled”, “LBW”, “Run Out”, “Stumped”, and “Any Other Method”. The Selection “Any Other Method” includes Hit Wicket, Hit the Ball Twice, Obstructing the field, Handled the Ball, and Timed Out. If a batter retires out on the 1st wicket, bets on that wicket will be voided.
- *1st Innings Lead Markets* – If both teams in the Match don’t complete their respective 1st innings, bets on such Match will be voided unless settlement is already Unconditionally Determined. If a team declares, that innings will be considered complete for settlement purposes.
- *1st Over Total Runs, Team 1st Over Total Runs, and 1st 5 Balls Total Runs Markets* – Predict the total runs scored during the 1st over of the Match or the 1st five Balls of the Match, as applicable. Extras and penalty runs scored during the 1st over of the Match or the 1st five Balls of the Match will be deemed runs scored during the 1st over of the Match or the 1st five Balls of the Match, as applicable, for settlement purposes. If the 1st over or 1st five balls of the Match is not complete, bets on such 1st over or 1st five balls of the Match, as applicable will be voided.
- *1st Ball of the Match Markets* – Predict the outcome of the 1st ball of the Match. Runs scored from the bat and/or from extras (for example only, wides, no balls, byes, leg byes, or penalty runs) on the 1st ball of the Match count for settlement purposes. If the 1st ball of the Match is not completed, bets on that Match will be voided.
- *Team with Highest 1st 6/10/15 Overs Score or 1st 25 Balls Score* – Predict which team will have the higher score after the 1st 6/10/15 overs of the Match or 1st 25 balls of the Match. If either team does not complete the number of overs or balls stated for the bet, such bets will be voided unless settlement is already Unconditionally Determined. If both teams have the same score after the number of overs or balls stated for the bet, such bet will be settled as Push.
- *Odd/Even Markets* – Predict whether the sum of all runs scored in the relevant period of play (for example only, the Match, innings, 1st over) will be an odd or even number. Extras and penalty runs will count as runs scored in the relevant period of play for settlement purposes. If the relevant period of play specified for the bet is not finished, such bet will be voided.
- *Team/Total Match Fours/Sixes Markets* – Predict whether the total number of fours or sixes for a team or for the total in the Match will be over or under a specified number. Only fours and sixes scored off the bat (off any delivery - legal or not) will count towards the total fours

and sixes for a team or for a Match for settlement purposes. Overthrows, all run fours/sixes, and extras do not count as a fours or sixes for settlement purposes.

- Test and First-Class Matches – In Drawn Matches, if fewer than 200 overs have been bowled in the Match, bets on such Match will be voided unless settlement is already Unconditionally Determined.
- Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *Total Match Wides Markets* – Predict whether the total number of wides will be over or under a specified figure. Any runs resulting from a wide delivery, except penalty runs, will count towards the final total of wides for settlement purposes.
 - Test and First-Class Matches – In Drawn Matches, bets will be voided if fewer than 200 overs have been bowled, unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *Total Match Run Outs Markets* – Predict whether the total number of run outs in the Match will be over or under a specified figure.
 - Test and First-Class Matches – In drawn Matches, all Total Match Wides bets will be voided if fewer than 200 overs have been bowled, unless settlement is already Unconditionally Determined.
 - Limited Overs Matches (One Day Matches, Twenty20 Matches, T10 Matches, or 100-Ball Matches) – If it was not possible to complete at least 80% of the overs scheduled to be bowled in the Match due to external factors, including, but not limited to, bad weather, bets on such Match will be voided unless settlement is already Unconditionally Determined before the reduction of scheduled overs.
- *Hat-trick in Match Markets* – Predict whether there will be a Hat-trick in the Match. A “**Hat-trick**” is where a bowler takes three wickets in three consecutive deliveries in the Match.
- *Tournament Markets*

- *Tournament Total 6s Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. Sixes (6s) scored in a super over do not count as 6s scored in the applicable tournament for settlement purposes.
- *Tournament Total 4s Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. Fours (4s) scored in a super over do not count as 4s scored in the applicable tournament for settlement purposes.
- *Tournament Total Wides Markets* – If a bowler bowls a wide, all extra runs taken from the wide delivery count for settlement purposes. For example only, if a wide delivery goes for four and is scored as five wides, then the delivery will count as five wides for settlement purposes rather than as one wide delivery bowled. The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. Wides bowled in a super over do not count as wides bowled in the applicable tournament for settlement purposes.
- *Total Tournament Run Outs Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. Run outs in a super over do not count as run outs in the applicable tournament for settlement purposes.
- *Total Tournament Stumpings Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. Stumpings in a super over do not count as stumpings in the applicable tournament for settlement purposes.
- *Tournament Team to Hit Most 6s Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If two or more Selections have the same number of sixes (6s) in the applicable tournament, Dead Heat Reduction rules apply. 6s scored in a super over do not count as 6s scored in the applicable tournament for settlement purposes.
- *Tournament Highest Individual Player Score Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs.

- *Total Tournament Centuries Markets* – The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs.
- *Tournament Team With Highest Innings Score Markets* – Predict which team will have the highest innings score during the applicable tournament. The highest official team score for the relevant tournament will be used for settlement purposes, regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If two or more Selections have the highest team score during the applicable tournament, Dead Heat Reduction rules apply.
- *Tournament Hat-Trick Markets* – Bets on the “Yes” Selection will be settled as won if there is a Hat-trick officially recorded during a Match in the applicable tournament.
- *Bowler to take 5 Wickets in a Match Markets* – Bets on the “Yes” Selection will be settled as won if a bowler takes five wickets in one Match in the applicable tournament. The official number of wickets in a Match for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs.
- *Batter Runs Match Bet Markets* – Predict who will score the most runs during the tournament specified for the bet. Bets will not be voided solely because a batter does not play all Matches during the applicable tournament. Except for runs scored in a super over, all runs scored during the relevant tournament will count as runs scored during the relevant tournament for settlement purposes. Runs scored in a super over do not count as runs scored in the applicable tournament for settlement purposes. The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If both batters specified for the bet do not play at least one Match during the applicable tournament, such bets will be voided. If both batters specified for the bet score the same number of runs in the applicable tournament or series, such bets will be settled as Push.
- *Bowler Match Bet Markets* – Predict who will take the most wickets during the tournament specified for the bet. Bets will not be voided solely because a batter does not play all Matches during the applicable tournament. Except for wickets taken in a super over, all wickets taken during the relevant tournament will count as wickets taken during the relevant tournament for settlement purposes. Wickets taken in a super over do not count as wickets taken in the applicable tournament for settlement purposes. The official total for the relevant tournament will be used for settlement purposes regardless of any Matches in the relevant tournament being abandoned or reduced in overs. If both bowlers specified for the bet do not play at least one Match during the applicable

tournament, such bets will be voided. If both bowlers specified for the bet take the same number of wickets in the applicable tournament, the bowler with the least number of runs conceded during the applicable tournament will be deemed to have taken the most wickets during the applicable tournament for settlement purposes. If both bowlers specified for the bet take the same number of wickets and conceded the same number of runs during the applicable tournament, bets on such bowlers will be settled as Push.

- *Futures Markets*
 - *Winner Markets* – Predict the winner of the tournament/league. The final league position will be used for settlement purposes.
 - *Series Correct Score Markets* – If the scheduled number of Matches for the series, as of the point the bet was accepted by DraftKings, are not played (for example only, a Match in the series is abandoned), bets on *Series Correct Score Markets* for such series will be voided.
 - *Series Winner Markets* – If the series bet on ends in a tie, and tie was not offered as a Selection at the time the bet was accepted by DraftKings, bets on *Series Winner Markets* for such series will be voided.
 - *Top Series/Tournament Batter/Bowler Markets* – For *Top Series/Tournament Batter Markets*, if two or more batters end on an equal number of runs scored for the applicable series, Dead Heat Reduction rules apply. For *Top Series/Tournament Bowler Markets*, if two or more bowlers end the applicable series with an equal number of wickets for the applicable series, then the bowler with the least number of runs conceded in the applicable series will be deemed to have taken the most wickets in the applicable series for settlement purposes. If two or more bowlers end the applicable series with an equal number of wickets and conceded the same number of runs in the applicable series, then Dead Heat Reduction rules apply.

Cycling

Schedule and Format Changes

If an Event has not started, is rescheduled, and does not, or the Event's official governing body announces the Event will not, Conclude within 365 calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Bets on a stage of a Competition will not be voided solely because the route for that stage is modified after the stage begins, unless the profile of the stage is changed (for example only, from a mountain stage to a time trial or sprint stage) by the Competition's official governing body, in which case, any bets placed before the profile of the stage is changed will be voided.

Market Specific Cycling Settlement Rules

- *Head-2-Head and Grouped Markets*
 - *Race Head-2-Head, Stage Head-2-Head, Race Grouped, and Stage Grouped Markets* – If all of the Selections do not Participate in the Event, bets on any of such Selection for that Event will be voided. If at least one of the Selections does not complete the Race, bets on any such Selection for that Event will be voided.
 - *Overall Head-2-Head and Overall Grouped Markets* – *Overall Markets* are for Events that are multistage races (for example only, the Tour de France, the Giro d'Italia) and are settled based on the cumulative performance across all the stages of the applicable race. If any Selection does not start the multistage Event, bets on *Overall Head-2-Head Markets* and *Overall Grouped Markets* that include such Selection will be voided. Once the multistage race has started: (a) if all Selections withdraw, retire, forfeit, are disqualified, or otherwise similarly pull out of or are eliminated from the multistage race during the same stage of the race, Dead Heat Reduction rules apply, and (b) if all Selections withdraw, retire, forfeits, are disqualified, or otherwise similarly pull out of or are eliminated from the multistage race between the same stages of the race, the Selection with the highest position after the last completed stage will be settled as the winner, unless multiple Selections are tied for the highest position, in which case Dead Heat Reduction rules apply. A Selection who has completed more stages in the race will always be considered to have finished better than a Selection who has completed fewer stages of the race.

- *Futures Markets* – If the Event does not reach its intended, natural, or normal end within 365 calendar days of the Event’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.

Darts

For the purposes of these Darts Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

Except for *Futures Markets*, if a Match has not started, or the Match’s official governing body announces that the Match will not start, on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets for that Match will be voided. If there was no officially scheduled start date for the Match at the time the Match was accepted by DraftKings, the first official start date for the Match announced by the Match’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures, Markets, Moneyline Markets, and Match Winner Markets*, if a Match starts, is then Interrupted, and does not reach its intended, natural, or normal end on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Match’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

For *Moneyline Markets* and *Match Winner Markets*, if a Match starts, is then Interrupted, and does not reach its intended, natural, or normal end on the Match’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets will be settled based on the winner or official result (i.e., a tie) declared by the Match’s official governing body, the participant or team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition), or the team declared champion by the Game’s official governing body (if the Game is a final or championship). If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Match’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Market Specific Darts Settlement Rules

- *Match Treble Markets* – If the Selection bet on ties for any of the statistical categories specified for the bet, the bet will be settled as lost.

E-Sports

General E-Sports Settlement Rules

- If there is a technical issue with an Event's hardware or software after the Event has started, all Live bets on such Event will be voided.
- If there is a technical issue with an Event's hardware or software after the Event has started, all Pre-Match bets on such Event will be settled based on the official results of the first subsequent replay of the Event. If there is no replay of the Event, Pre-Match bets on such Event will be voided.
- Statistics from any overtime (or another relevant tiebreaker) will be included for settlement purposes.
- Except for *Futures Markets*, if a Game does not start, or the Game's official governing body announces that such Game will not start, on the same calendar day (local stadium time) as the Game's scheduled start date that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.

Market Specific E-Sports Settlement Rules

- *Map Markets* – Settlement is based only on maps played by the Selections, and not on any map(s) awarded due to the formatting of the tournament. For example only, if Team A starts a Match with a one map advantage, then bets on the outcome of any specific maps of that Match will start at map two.
- *Moneyline and Winner Markets* – If a Game starts but does not reach its intended, natural, or normal end, the player or team progressing to the next round or being awarded the victory according to the Game's official governing body will be deemed the winner of the Game for settlement purposes. If no player or team progresses to the next round or if the Game's official governing body does not declare a winner for the Game, bets on such Game will be voided.

Football

Participation

Participation shall mean playing in at least one play in the applicable Event.

Schedule and Format Changes

For National Football League (“**NFL**”), National Collegiate Athletic Association (“**NCAA**”), Canadian Football League (“**CFL**”), Indoor Football League (“**IFL**”), and United Football League (“**UFL**”), “**Scheduling Week**” shall mean an officially numbered week of the regular season (for example only, Week 1 of NFL regular season) as designated by the league or association’s official governing body.

“**Football Playoff Game**” shall mean any playoff or postseason NFL, NCAA, CFL, IFL, or UFL Game. Except for bets on *Futures Markets*, if a Football Playoff Game does not, or the Football Playoff Game’s official governing body declares the Football Playoff Game will not, Conclude within 90 days of the Football Playoff Game’s last instance of play (local stadium time), all bets on such Football Playoff Game will be voided unless settlement is already Unconditionally Determined. Bets on a Football Playoff Game will not be voided solely because a Football Playoff Game begins and is then Interrupted.

“**Shortened NCAA Football Game**” shall mean an NCAA football Game where after the start of the Game, the teams agree to shorten the length of any quarter(s) of the Game, agree any quarter(s) in the Game will not be played, and/or agree that the remainder of the Game will be played under a running clock. Except for *Futures Markets*, if 50 minutes or more of regulation Game time has been played in a Shortened NCAA Football Game and the NCAA declares a winner for the Game and deems the statistics from the Game to be official, the Shortened NCAA Football Game shall be considered Concluded for settlement purposes and bets, except for bets on *Futures Markets*, on such Game will be settled using the official winner and statistics declared official by the NCAA. If less than 50 minutes of regulation Game time has been played in a Shortened NCAA Football Game, bets on such Shortened NCAA Football Game will be voided unless settlement is already Unconditionally Determined. For clarity, if 50 minutes or more of regulation Game time has been played in a Shortened NCAA Football Game, bets on such Shortened NCAA Football Game will not be voided solely due to the shortened length of any quarter(s) of the Game, any quarter(s) in the Game not being played, and/or the remainder of the Game being played under a running clock.

Except for *Futures Markets* and Football Playoff Games, if a Game has not started and is rescheduled for more than 7 calendar days from the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game’s official governing body shall be deemed the officially scheduled start date at the time such bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts, is then Interrupted with more than 10 minutes of regulation Game time remaining, and is not, or will not be, Concluded within 72 hours of the Game's start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bet on that Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts, is then Interrupted with more than 10 minutes of regulation Game time remaining, but the Game is Concluded within 72 hours of the Game's last instance of play: (i) bets on such Game, except bets on *Moneyline Markets* for such full Game, will be voided unless settlement is already Unconditionally Determined, and (ii) bets on *Moneyline Markets* for such full Game will be settled based on the winner declared by the Game's official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition).

Except for *Futures Markets*, Football Playoff Games, and Shortened NCAA Football Games, if a Game starts; is then Interrupted with 10 or fewer minutes remaining in regulation Game time, Interrupted after regulation Game time ends but before any overtime, or Interrupted during any overtime; and the Game will not be, or is not, Concluded within 72 hours of the Game's last instance of play, the Game will be considered Concluded for settlement purposes, and the statistics that existed in the Game as of the last instance of play when the Game was Interrupted will be used for settlement purposes.

For bets on a *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings' headquarters) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for bets on Shortened NCAA Football Games, for bets related to any specific time period(s) of play within the Game (for example only, the 3rd quarter of a Game or 2nd half of the Game), if the applicable time period of play does not reach its intended, natural, or normal end, all bets on such time period of play will be voided unless settlement is Unconditionally Determined.

Bets will not be voided solely because the venue of the Event remains the same, but the home and away team's designations are reversed (i.e., the home team becomes the away team, and the away team becomes the home team).

General Football Settlement Rules

- Except for bets on the “Under” Selection and except for bets where settlement is already Unconditionally Determined, bets on a single NFL regular season or NFL playoff Game that are accepted by DraftKings prior to the end of the first half of such Game and that are settled on the statistics recorded by a player based on the full time (including any overtime) of such Game will be voided if: (i) the player bet on does not Participate in the 2nd half of the Game, including any overtime, due to an injury or illness; and (ii) no later than 2 hours following the end of the applicable Game, team or league sources release a statement stating that such player left the Game due to injury or illness. For clarity, this paragraph does not apply to bets with Selection(s) that are settled on the statistics recorded by players participating in different Games.
- All bets include overtime statistics. Any time period of play markets for the 2nd half or 4th quarter of a Game include overtime statistics for settlement purposes.
- For markets related to scoring Occurrences (for example only, *Next Scoring Play* or *Anytime Scorer Markets*), statistics in connection with extra points and 2-point conversions (and 3-point conversions for UFL) after touchdowns are not counted for settlement purposes.

Market Specific Football Settlement Rules

- *Player Props Markets*
 - *Touchdown Scorer Markets* – A touchdown scorer shall mean the player in possession of the football in the opposing team’s end zone. A touchdown scorer is not the player who throws the touchdown (i.e., passing touchdowns do not count towards for settlement purposes for Touchdown Scorer Markets). If any player is not listed as a Selection at the time the bet was accepted by DraftKings and such player scores the touchdown or if a penalty touchdown is awarded, all bets will be settled as lost. For “D/ST” Selections, only touchdowns recorded by the Game’s official governing body as “Defensive” or “Special Teams” touchdowns are considered D/ST touchdowns for settlement purposes. Touchdowns scored by the offense including, but not limited to, those scored on a blocked field goal, fake punt, or fake field goal which are not recorded as “Defensive” or “Special Teams” touchdowns by the Game’s official governing body do not count as a defensive or special teams touchdown scored.
 - *Longest/Shortest Punt Markets* – Bets are settled on the gross punt yards. Return yards for the punt are not included for settlement purposes.
 - *Period Player Yards Markets* (for example only, *1st Quarter Passing Yards*, *2nd Quarter Rushing Yards*, etc.) – If the specified player plays at least one play during the specified

Game the player will be deemed to have Participated in the Game for purposes of these markets. Bets will not be voided solely because the player bet on does not play at least one play in the applicable quarter or half so long as such player has Participated in the Game.

- *Defensive Statistics Markets* (for example only, *Player with the Most Tackles*, *Player with the Most Assists*, etc.) – Only defensive plays made by defensive players playing on the defensive side of the football when the football is snapped on that particular play are included for settlement purposes. Statistics from special teams plays, extra points, and 2-point conversions do not count for settlement purposes. For Tackles Markets, tackles refer strictly to solo tackles, and assisted tackles will not be counted for settlement purposes. For Tackles + Assisted Tackles Markets, solo tackles and assisted tackles will be counted for settlement purposes.
- *Regular Season Player Prop Season-Long Markets* – If the player bet on does not Participate in at least one Game during the applicable regular season, all bets on such player for these markets will be voided.
- *Yards on 1st Pass Completion, Yards on 1st Reception, and Yards on 1st Rush Attempt Markets* – If the player bet on does not record the applicable statistic (for example only, a completion, reception, or rush attempt) or does not Participate in the applicable Game, all bets on that player will be voided for these markets. If the applicable completion, reception, or rush attempt is negated by a penalty or is overturned during the Game, such completion, reception, or rush attempt shall not be considered the player's "1st" for the purposes of this rule.
- *Yards on Longest Completion, Yards on Longest Reception, Yards on Longest Rush Markets* – If the player bet on does not record the applicable statistic (for example only, a completion, reception, or rush), the "Under" Selection will be settled as won, and all other Selections will be settled as lost.
- *Longest Xth Down Conversion Markets* – If there are no 1st down conversions in the Game made on the down specified for the bet, the "Under" Selection will be settled as won. Penalty conversions that result in a 1st down do not count for settlement purposes.
- *Daily Propositions Markets*
 - If all the Games specified in the market header on the DraftKings Platform do not reach their normal, natural, or intended end, bets on such markets will be voided.

- *1st Player to Score a Touchdown on Sunday Markets* – The first player listed as a Selection who scores a touchdown will be settled as the winner. If a player that is not listed as a Selection at the time the bet was accepted by DraftKings scores the first touchdown, such touchdown shall not be considered the first touchdown for settlement purposes. Bets are settled based on the individual game clock elapsed for the applicable Game via the Game's official statistics rather than the time of day.
- *Futures Markets*
 - If the Event's official governing body declares a winner for the relevant Event, the winner declared by the Event's official governing body will be used for settlement purposes.
 - *Regular Season Wins Markets* – If all officially scheduled regular season Games of the team(s) bet on, using the official schedule at the time the bet was accepted by DraftKings, are not Concluded, such bets on that team(s) will be voided unless settlement is already Unconditionally Determined. Bets for this market will not be voided solely because a Game is rescheduled within the same applicable regular season but the opponent remains the same or there is a venue change for any Game(s). If a regular season Game is forfeited and the Game's official governing body declares a winner for such forfeited Game, the team declared the winner for such forfeited Game will be deemed to have won the Game for settlement purposes. For clarity, a tie in any Game will not be considered a win for settlement purposes for *Regular Season Wins Markets*.
 - *Divisional Winners Markets* – The team that the sport's official governing body declares as the winner of the division, including, but not limited to, through any official tie-break rules set by the sport's official governing body, will be used for settlement purposes.
 - *Conference Number 1 Seed Markets* – Bets are settled by the team that finishes as the number one seed in its respective conference at the end of the applicable regular season including, but not limited to, through any official tie-break rules set by the sport's official governing body, which will be used for settlement purposes.
 - *To Make the Playoffs Markets* – If the number of teams that are eligible to make the playoffs or postseason changes after the bet was accepted by DraftKings, such bets will be voided.
 - *Draft Propositions Markets* – A player's draft position will be determined for settlement purposes based on the specified position according to the draft's official governing body. "EDGE" is classified as defensive lineman for settlement purposes. Punters, kickers, and long snappers do not count as offensive or defensive players for settlement purposes. Fullbacks are classified as running backs for settlement purposes. If a player is undrafted,

bets on “Over” on draft position will be settled as won, and bets on “Under” on draft position will be settled as lost.

- *Next Player to Record X Yards in a Game Markets* – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time that the Games are played. The winner will be settled based off of players who are offered as Selections only. Bets will not be voided solely because none of the Selections achieve the specified statistical outcome.
- *Record After 5 Games Markets* – Any Game ending in a tie shall be considered a loss for settlement purposes.
- *Race to X Regular Season Wins, Race to X Regular Season Touchdowns, Race to X Regular Season Points Markets* – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time that the Games are played. If two teams achieve the specified outcome in the same Scheduling Week, Dead Heat Reduction rules apply.
- *Team to Have a Perfect Regular Season and Team to Have a Winless Regular Season Markets* – If all scheduled regular season Games, using the official schedule at the time the bet was accepted by DraftKings, for the team(s) bet on are not Concluded, such bets for that team(s) will be voided unless settlement is already Unconditionally Determined. Any forfeited Game that is considered an official result by the Game’s official governing body will count as a loss to the forfeiting team and a win to the non-forfeiting team for settlement purposes. A perfect season is when a team wins all its scheduled regular season Games. For clarity, a tie is treated as a loss for settlement purposes.
- *Last Winless Team and Last Undefeated Team Markets* – Bets are settled based on the Scheduling Week Games are played in, regardless of the date or time of the Games played. If a Game is rescheduled to a different Scheduling Week, the Game would not be counted as occurring within the originally scheduled Scheduling Week. For example only, if a Game originally scheduled for Scheduling Week 2 gets rescheduled to Scheduling Week 5, such Game is not counted as a Scheduling Week 2 Game for purposes of this rule. “**Winless**” shall mean having 0 wins, and “**undefeated**” shall mean having 0 losses and 0 ties. For clarity, a tie is treated as a loss for settlement purposes.
- *Team Exact Seed Markets* – Bets are settled as lost if the team bet on fails to make the playoffs or postseason round.
- *Player Playoff Futures Markets (for example only, Playoff Most Rushing Yards, Playoff Most Receiving Yards, To Score in 3+ Playoff Games)* – If a player does not Participate in any Game during the playoffs, all bets on such player will be voided.

- *Awards Markets*
 - For all *Awards Markets*, if a player is not listed as a Selection at the time the bet was accepted by DraftKings, and such player wins the applicable award, all such bets on the applicable *Awards Market* will be settled as lost.
 - If an award is not awarded, all bets on such award market will be voided.
 - *Regular Season Comeback Player of the Year (NFL), Coach of the Year (NFL), and all NCAA Awards Markets* – If the player or coach bet on does not Participate or coach on the sidelines, as applicable, in at least one Game during the specified regular season, all bets on such player or coach, as applicable, will be settled as lost.
 - *Super Bowl Most Valuable Player Markets* – If the player bet on does not Participate in the applicable Super Bowl, bets on such player will be settled as lost.
- *Moneyline 3-Way Markets* – Bets include overtime statistics.
- *Double Result (Half Time/Regulation Time) Game Markets* – Bets are settled based on the statistics at half-time and the end of regulation Game time. Bets do not include overtime statistics.
- *Quarter / Half Game Markets* – If the entire period of play specified for the bet (for example only, the 3rd quarter of the Game or 2nd half of the Game) does not reach its intended, natural, or normal end, bets will be voided unless settlement is already Unconditionally Determined.
- *Highest Scoring Half Markets* – 2nd half will include statistics from overtime. If the Game does not reach its intended, natural, or normal end, all bets on such market will be voided unless settlement is already Unconditionally Determined. If “Tie” is not offered as a Selection and the same number of points are scored in both halves of the Game, bets will be settled as Push. If “Tie” is offered as a Selection and the same number of points are scored in both halves of the Game, bets on the “Tie” Selection will be settled as won, and bets on all other Selections will be settled as lost.
- *Highest Scoring Quarter Markets* – 4th quarter will include statistics from overtime. If the Game does not reach its intended, natural, or normal end, all bets on such market will be voided unless settlement is already Unconditionally Determined. If two or more quarters tie for the highest number of points in the Game, Dead Heat Reduction rules apply.
- *1st To Score/Moneyline Markets* – If the team bet on scores the 1st point in the Game and wins the Game, bets on “Yes” as a Selection will be settled as won, and bets on “No” as the

Selection will be settled as lost. If the team bet on does not score the 1st point in the Game or does not win the Game, either by losing or tying the Game, bets on “No” as the Selection will be settled as won, and bets on “Yes” as the Selection will be settled as lost.

- *Defensive/Special Teams Touchdown Scored Markets* – Statistics from defensive conversions on point(s) after touchdown attempts do not count for settlement purposes. For example only, an interception that is returned to the opposing team’s end zone by the defensive team during a 2-point conversion attempt will not be settled as a defensive or special teams touchdown.
- *1st Offensive Play from Scrimmage Markets* – Kick-off return plays or any snap that is negated by a penalty do not count as an offensive snap for settlement purposes.
- *Offensive Score on 1st Drive of the Game Markets* – Field goals and rouges (for CFL), along with touchdowns, count as an offensive score for settlement purposes.
- *Result of Offensive Drive Markets* – The applicable drive starts on the 1st offensive play. Any drives that begin and conclude due to the end of the half or Game and do not explicitly result in one of the Selections below will be voided. The available Selections for these markets may include:
 - “Offensive Touchdown”.
 - “Field Goal Attempt”. The determination of what constitutes a field goal attempt, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes.
 - “Punt”. The determination of what constitutes a punt, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes
 - “Turnover”. The determination of what constitutes a turnover, as reflected in the Game’s box score reported by the Game’s official governing body or official statistical provider, shall be used for settlement purposes. Additionally, the following will also be deemed a turnover for settlement purposes:
 - An Interception or Fumble Lost. If during the drive bet on a player on the defense intercepts the football or recovers a fumble and maintains official possession of the football and then fumbles the football back to the other team during the same play, the drive bet on will be settled as a turnover.
 - Defensive Touchdown. Blocked field goals and punts that are returned for touchdowns will not be settled as a defensive touchdown.

- Turnover on Downs.
- *Drive Crosses X Yard Line Markets* – If the line of scrimmage during the drive bet on is established beyond the yard line specified for the bet or an offensive touchdown is scored on the drive bet on, bets on the Selection “Yes” will be settled as won. For example only, if a punt is returned to the opponent’s 30-yard line, the *Drive Crosses 50 Yard Line* and *Drive Crosses Opponent’s 35 Yard Line Markets* will be settled as “Yes”. At the end of a half or regulation Game time, the final scrimmage spot of the ball, which could either be the forward progress line of the ball during a play while time expires, or the line of scrimmage of a play that is not ran due to time expiring, will be considered the final yard line for settlement purposes. If the ball is fumbled and recovered by the defense, settlement is determined on the yard line of fumble. A line of scrimmage equaling the yard line stated in the bet will be settled as a “No”.
- *Next Play Total Yards, Next Play 1st Down, Next Play Touchdown, and Next Play Attempt Type Markets* – If a play does not occur due to the end of the half or Game, bets on such play will be voided. A sack will be settled as a pass attempt for NFL Games. A sack will be settled as a rush attempt for NCAA Games. For *1st Down Markets*, a touchdown scored will be settled as 1st Down “Yes”. If there is an accepted post-snap penalty that negates the specified play for the bet, all bets on such play will be voided.
- *X Drive (for example only, Team A’s 3rd Drive of Game), X Play to be a Touchdown Live Betting Markets* – Defensive touchdowns do not count for settlement purposes.
- *Kickoff Touchback Markets* – If there is an onside kick attempted or a penalty negates the play, bets on such play will be voided.
- *Extra Point Made, 2 Point Conversion, and 3 Point Conversion Markets* – If the applicable play is not attempted, bets for such market will be voided. If a penalty negates the play, bets on such play will be voided.
- *Field Goal Made Markets* – All applicable bets are voided if no field goal is attempted. All applicable bets are voided if a pre- or post-snap penalty is called before the play is completed and the play is negated.
- *Punt Fair Catch Markets* – If a fair catch is completed or if a fair catch is muffed and recovered by the receiving team bets on the Selection “Yes” will be settled as won and bets on the Selection “No” will be settled as lost. If a fair catch is muffed and recovered by the kicking team, bets on the Selection “No” will be settled as won, and bets on the Selection “Yes” will be settled as lost. Bets will be voided if a pre- or post-snap penalty is called before the play is completed and the play is negated. Bets will not be voided solely because a penalty is called

on conduct occurring after the play is completed. All applicable bets are voided if there is a fair catch interference penalty on the kicking team.

- *DK Squares Markets* – Pick a correct “square score” for any end of quarter result. Bets will be settled based on the 2nd number of each team’s score at the end of each quarter. The score for the 4th quarter includes the score from overtime. For example only, if the score in the Game is 3-7 at the end of 1st quarter, 3-21 at the end of 2nd quarter, 21-21 at the end of 3rd quarter, and 27-24 at the end of Game including overtime, then the winning squares selections will be 3:7, 3:1, 1:1 and 7:4. Winning Selections will only be paid once and will be settled at the Conclusion of the applicable quarter.
- *Final Two Minute Markets* – Bets are settled based only on plays snapped after the 2-minute warning of the 2nd quarter of the Game but before halftime and after the 2-minute warning of the 4th quarter of the Game but before the end of regulation Game time. Overtime statistics are not included for settlement purposes.
- *Any Placekick to Hit the Uprights Markets* – Only kicks during field goal and extra point attempts count for settlement purposes, and punts and kick-offs do not count for settlement purposes. If the football hits one of the flags attached to the top of the upright or hits the crossbar of the upright, such placekick will be deemed to have hit the upright for settlement purposes. If the football hits the curved or angled vertical post that extends from the crossbar to the ground (*i.e.*, the gooseneck), such kick will be deemed to have not hit the uprights for settlement purposes.
- *Coin Toss Winner Markets* – Bets are settled based on the opening coin toss of the Game only.
- *Octopus Markets* – An “octopus” is when a player scores a touchdown, and the same player scores a valid 2-point conversion immediately after the touchdown. A player throwing a passing touchdown and a player throwing a 2-point conversion does not count as that player scoring an octopus.
- *Three and Out Markets* – A “three and out” is a drive consisting of exactly three valid plays from scrimmage followed by a punt. Any play that is negated due to penalty is not counted for settlement purposes.
- *Red Zone Play Markets* – A “red zone play” is any play when the football is snapped at or inside of the 20-yard line of the opponent's side of the field.
- *Red Zone Touchdown Percentage Markets* – Red zone touchdown percentage is calculated as the number of valid touchdowns scored from snaps at or inside of the 20-yard line of the

opponent's side of the field divided by the number of drives where at least one play was snapped at or inside of the 20-yard line of the opponent's side of the field.

- *Quarterback Sneak Markets* – A quarterback (“QB”) sneak is when the QB snaps the ball while under center and attempts an immediate rush up the middle by pushing or diving ahead with the offensive line. Any other rushing attempt by the QB will not be considered a QB sneak for settlement purposes.
- *Flea Flicker Markets* – A “flea flicker” is a play in which the QB gives the ball to a player in the backfield who runs with it and then throws the ball back to the QB before the QB subsequently throws it to an eligible receiver beyond the line of scrimmage. Bets will be settled as a winner with any attempted flea flicker that isn't negated by a penalty.
- *Pick 6 Markets* – A “pick 6” shall mean an interception that is subsequently returned for a touchdown by the defense on the same play. Touchdowns by the defense or special teams during an extra point or 2-point conversion attempts do not count towards settlement.
- *Scorigami Markets* – “scorigami” is a final scoring combination that has never previously happened in NFL history according to official NFL statistics.
- *Player’s Next Team Markets* – Bets are settled based on which team the applicable player is on when such player Participates in the player’s next or 1st regular season Game. If the player bet on does not Participate in another Game in the same league during the applicable regular season, all bets on such player will be voided.
- *Coach’s Next Team Markets* – Bets are settled based on the team the coach bet on is under contract with for such team’s stated Game week (for example only, week one) of the applicable regular season, regardless of whether or not the applicable coach is on the sideline for that Game. If the coach bet on is not under contract with a team at the specified time period for the bet, bets on such coach will be voided.
- *Longest Kickoff Return Markets* – If there is no kick return in the applicable Event, all bets for such market will be voided.
- *Longest Punt Return Markets* – If no punt return is attempted in the Event, all applicable bets for such market will be voided.
- *Player Fantasy Points Markets* – Bets are settled based on the version of the DraftKings’ Daily Fantasy Football Scoring System (available at <https://www.draftkings.com/help/rules/overview>) in effect at the time the bet was

accepted by DraftKings.



- *1st Defensive Sack Markets* – If there is a shared sack (for example only, Player A records 0.5 sack and Player B records 0.5 sack on the same play), Dead Heat Reduction rules apply.
- *Race to X Points (2nd Half) Markets* – Settlement of bets includes overtime statistics.
- *Team Head-2-Head to Win a Playoff Game Against Markets* – If the applicable teams do not play against each other, bets on such markets will be settled as lost.
- *Team Head-2-Head: Which Team Will Progress Further in the Playoffs? Markets* – Bets are settled based on round of elimination. If both teams are eliminated in the same round of the playoffs, and “Eliminated in the same round” or “Tie” is offered as a Selection, bets on the “Eliminated in the same round” or “Tie” Selection, as applicable, will be settled as won, and bets on all other Selections will be settled as lost. If both teams are eliminated in the same round of the playoffs, and no “Eliminated in the same round” or “Tie” Selection is offered, such market will be settled as Push. Winning the Super Bowl is considered progressing further than losing the Super Bowl.
- *Cross Sport Specials Markets* – If all Selections for the bet do not Participate in the stated Events specified within the bet, all bets on such Selections will be voided. If all Events specified within the bet do not reach their intended, natural, or normal end on the date specified for the bet, bets for such market will be voided unless settlement is already Unconditionally Determined.
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Golf

Participation

Participation shall mean a golfer taking at least one stroke in the applicable Event.

Schedule and Format Changes

If an Event starts and the number of holes scheduled to be played for the Event is subsequently reduced to fewer than half of the total number of holes that was officially announced or scheduled for the Event at the time the bet was accepted by DraftKings, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If an Event starts and the number of holes scheduled to be played for the Event is reduced, but at least half of the total number of holes that was officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are still scheduled to be played, bets on such Event will not be voided solely due to the reduction in the number of holes scheduled to be played for the Event. If no official number of holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of holes at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's number of holes is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of holes customarily played in the previous three iterations of the Event or similar Events played in the applicable organized series (for example only, PGA TOUR) will be deemed the officially announced or scheduled number of holes for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for bets that specify individual hole(s) or individual shots where settlement is already Unconditionally Determined, if a Competition has started and the number of rounds for the Competition is changed from the number of rounds that was officially announced or scheduled at the time the bet was accepted by DraftKings, all bets placed after the final shot of the last completed round of the Competition will be voided. If no official number of rounds was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds for the Event that was first announced or scheduled by the Event's official governing body shall be deemed to be the Event's official number of rounds at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's number of rounds is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

For the men's golf Masters tournament, US PGA Championship tournament, US Open Championship tournament, and the Open Championship tournament and for the women's golf Chevron Championship tournament, US Women's Open tournament, Women's PGA Championship tournament, the Evian Championship tournament, and the Women's Open

Championship tournament (collectively the “**Majors**” and each a “**Major**”), if the Major is not Concluded in the same calendar year (local course time) as it was originally scheduled for at the time the bet was accepted by DraftKings, such bets on that Major will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Major at the time the bet was accepted by DraftKings, the first official start date for the Major announced by the Major’s official governing body shall be deemed the officially scheduled start date for the Major at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for Majors, if an Event has not started, is rescheduled, and does not start within three days from the official start date (local course time) for the Event that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for Majors, if an Event starts, is then Interrupted, and such Event does not resume within 72 hours from the Event’s last instance of play, bets for such Event will be voided unless settlement is already Unconditionally Determined.

If an Event that is a tournament has started and the period of play (for example only, a round or partial round) is reset or stopped, and the Event’s official governing body vacates the statistics from such period of play, all bets placed after the 1st shot of the vacated period of play up to the last shot of the vacated period of play will be voided. If a period of scoring is reset or stopped by the Event’s official governing body and then replayed, bets will be settled only on the official statistics of the replayed period of play.

General Golf Settlement Rules

- The “**Green**” shall mean the green surface according to the Event’s official governing body or official statistical provider. For settlement purposes, the Green shall be the designated Green for only the applicable hole the golfer or team is playing. A shot finishing on a Green designated for a different hole other than the one the golfer or team is playing will not count as a Green hit for settlement purposes. A ball finishing on the fringe does not count as finishing on the Green for settlement purposes.
- The “**Fairway**” shall mean the designated fairway for only the applicable hole the golfer is playing. A shot finishing on a fairway of a different hole other than the one the golfer is playing will not count as a Fairway hit for settlement purposes.
- The lie a ball finishes in after the shot, but before any free relief, drop or ruling which changes the lie of the shot, will be used for settlement purposes. For example only, if Golfer A hits their drive into the rough, but the ball lands on a sprinkler head giving Golfer A free relief to

drop the ball, even if the dropped ball lies in the Fairway, the lie of the ball after the drive will be deemed to be in the rough for settlement purposes.

- A golfer or team missing the cut is deemed to have completed the officially scheduled number of holes or rounds for the Event for settlement purposes.
- Dead Heat Reduction rules apply to all bets with multiple winning Selections, unless: (i) "Tie" is offered as a Selection, in which case bets on "Tie" as the Selection will be settled as won and bets on any other Selection will be settled as lost; (ii) the bet specifies "(Inc. ties)" or "Including ties" in which case a bet on a winning Selection will be settled as won; or (iii) there is a playoff or tie breaker used by the Event's official governing body to determine the winner of the tie.
- For any bets that are settled based on the final standings of an Event, all results from any playoff holes played will be included for settlement purposes, and for any bets which are not settled based on the final standings of an Event (for example only, a bet on the number of birdies a golfer will make during 72 holes of the Masters), results from any playoff holes played will not be included for settlement purposes.
- For markets based on an Event that is a tournament: (i) a golfer who has completed more rounds in the tournament will always be considered to have finished better than a golfer who has completed fewer rounds in the tournament, and (ii) if golfers have completed the same number of rounds in the tournament, but have not completed all rounds of the tournament, the score of such golfers after the last completed round of the tournament, ignoring any partial round completion, will be used for settlement purposes.
- For four hours after the applicable round of a tournament has Concluded, bets may be re-settled for any subsequent statistic changes to correct a score reporting error in the official statistics for that round. Bets will not be re-settled due to any penalties, disqualifications, or other rulings after the initial settlement even if such situations occur within four hours after the applicable round of a tournament has Concluded. However, all bets that have not yet been settled will be settled to include any penalties (including, but not limited to, a shot clock penalty), disqualifications, or other rulings assessed prior to the bet being settled.
- A score handicap shall mean an addition or subtraction of shots by the sport's official governing body that apply to all golfers participating in that Event. For example only, the PGA Tour Championship tournament may begin with golfers starting the tournament with different scores based on their season rank at the start of the PGA Tour Championship tournament.
- Bets on any market pertaining to eight or more golfers will not be voided solely because: (i) one or more of the golfers the bet pertains to does not start the 1st hole of the Event, (ii) one

or more of such golfers does not Participate in any of the applicable hole(s) of the Event, or (iii) one or more of the golfers the bet pertains to withdraws, retires, forfeits, is disqualified, or otherwise does not finish the Event.

- Bets will not be voided solely because golfers do not play with the group or pairing specified on the DraftKings Platform.
- For any bets relating to a golfer's or group of golfers' nationality, the nationality specified in the Official World Golf Ranking ("**OWGR**") will be used as the official source of nationality for settlement purposes. The Selection "Rest of the World" for any bets relating to a golfer's or group of golfers' nationality includes all golfers on the OWGR with a nationality other than the United States of America or any country or nation in Europe as defined by OWGR. If a golfer's or a group of golfers' nationality is unavailable on the OWGR, DraftKings reserves the right to settle bets using statistics from reliable sources, but if a golfer's or group of golfers' nationality is not available on OWGR and/or reliable sources, all applicable bets on a golfer's or group of golfers' nationality, as applicable, will be voided.
- Once a shot is played from the Green, that shot and all subsequent shots are considered putts, regardless of the club used, or lie the shot is taken from. Shots using a putter from off the Green before the golfer's 1st shot on the Green do not count as putts for settlement purposes.
- Distance measurements of all shots are rounded to the nearest whole number for settlement purposes. Any distances with a decimal less than 0.5 will be rounded down to the nearest whole number, and any distance with a decimal of 0.5 or higher will be rounded up to the nearest whole number. For example only, 235.3 yards would be rounded down to 235 yards; 175.8 yards would be rounded up to 176 yards; 145.5 yards would be rounded up to 146 yards; and 34.2 feet would be rounded down to 34 feet.
- An eagle score on a hole is settled as birdie or better but does not count as two birdies for settlement purposes. An albatross score on a hole is settled as a birdie or better or eagle or better, as applicable, but does not count as two eagles or two or more birdies for settlement purposes. A double bogey (or worse) score on a hole will be settled as a bogey or worse but does not count as multiple bogeys for settlement purposes.
- When betting on future years' Event markets, only the 1st iteration of the applicable Event played that year will be considered for settlement. If the future year's Event is not played in the calendar year specified on the DraftKings Platform, all bets on such future years' Event will be voided.
- Conditions of competition or local rules (for example only, preferred lies; or lift clean, and place) a round is played under will not affect settlement of bets.

- Any golfers who qualify for a playoff for an Event and do not have their exact finishing position determined by such playoff will be deemed to tie for the next available unclaimed finishing position after the winner of the playoff for settlement purposes. For example only, if three golfers qualify for a playoff to determine a tournament winner but the playoff does not determine which of the golfers will get second and third place, after Conclusion of the playoff one golfer will be settled as the winner of the tournament, and the other two golfers would be settled as tied for 2nd place (i.e., T-2).
- These Golf Sport Rules apply to any bets on golf Events played under the Stableford or modified Stableford format.
- Where a bet specifies a score on a certain hole or certain group of holes, if all of the specified holes are not completed by all the golfers specified in the market, such bets will be voided unless settlement is already Unconditionally Determined.

Market Specific Golf Settlement Rules

- *Fairways Hit Markets*
 - Bets are settled on the golfer's 1st official attempt at the tee shot only, and provisional balls or re-tees do not count for settlement purposes.
 - For par four and par five holes, tee shots that land on the Green or the fringe will be deemed to have landed in the Fairway for settlement purposes.
 - Tee shots on par three holes do not count for settlement purposes.
 - Any tee shot that does not finish on the Fairway, fringe, or Green designated for the applicable hole will be deemed a missed Fairway for settlement purposes.
- *Winner Markets Settled by the Final Standings*
 - *Winning Score, Winning Margin, and Finishing Positions Markets* – If the full number of rounds or holes, respectively, as applicable, that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, all bets on that Event will be voided for these markets. If no official number of rounds or holes, respectively, as applicable, was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as

applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.

- *Straight Forecast and Dual Forecast Markets*
 - *Straight Forecast Markets* – For this market, the bet is on a specified golfer to finish 1st for the Event and another specified golfer to finish 2nd for the Event, in that exact order.
 - *Dual Forecast Markets* – For this market, the bet is on two golfers to finish 1st and 2nd for the Event, in any order.
 - Any statistics from playoff hole(s) will be included for settlement purposes, and if either of the golfers bet on do not Participate in the Event, such bets will be voided.
 - If there is a tie between two or more golfers in any applicable finishing position, Dead Heat Reduction rules apply.
 - If the forecast bet does not specify straight or dual, the bet is on a straight forecast.
- *Winner Without Markets* – Bets are settled on the highest finishing golfer for the Event, excluding the golfer(s) named in the market title. Statistics from any playoff holes will be included for settlement purposes.
- *Finishing Position Markets* – Bets are settled on the positions as stated in the final standings, including ties. For example only, if nine players tie for 15th place, all nine golfers are considered to have finished in 15th place.
- *Tournament Markets Not Settled Directly by the Final Standings*
 - If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
 - *Number of X Markets* (for example only, *Number of Birdies in a Round*) – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet

was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule. Statistics from any playoff holes will not be included for settlement purposes.

- *Round X Lead and Win Markets* – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule. Any golfer tied for the lead at the Conclusion of a round of a tournament, except the final round, will be deemed a "leader" for settlement purposes. Any statistics from playoff hole(s) after the final round will be included for settlement purposes.
- *Lowest Round Score Markets* – If the full number of rounds or holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, bets on this market will be voided. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.

- *Golfer with X in an Event Markets* (for example only, *Golfer with Hole-In-One in an Event* or *Golfer To Have an Eagle In Round 1*) – If the golfer bet on does not complete the full number of rounds or holes that were officially announced or scheduled for an Event at the time the bet was accepted by DraftKings, such bets on that golfer will be voided unless settlement is already Unconditionally Determined. If no official number of rounds or holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of rounds or holes, respectively, as applicable, at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the Event's number of rounds or holes, respectively, as applicable, is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of rounds or holes, respectively, as applicable, customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of rounds or holes, respectively, as applicable, for the Event at the time the bet was accepted by DraftKings for purposes of this rule.
- *Complete Round Markets*
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 - *Round Markets* – Statistics from any playoff holes do not count for settlement purposes. If the par of any hole of an applicable round changes, bets placed prior to the official announcement announcing the par change by the Event's official governing body will be voided unless settlement is Unconditionally Determined.
 - *Round Score Markets* – If a golfer Participates in an Event but withdraws, retires, forfeits, is disqualified from, or otherwise does not finish the Event, all bets on such golfer will be voided unless settlement is already Unconditionally Determined.
 - *Golfer or Group Number of Occurrences in the Round Markets* – If the golfer bet on does not complete the applicable round, bets on such golfer will be voided unless settlement is already Unconditionally Determined.
 - *Round Leader and Round X Top Y Markets* (for example only, *Round 2 Top 5*) – Bets are settled only on the total statistics from the applicable round stated for the bet. If play begins in the next round before all players have completed the round stated for the bet, any statistics from the next round do not count for settlement purposes for this market.
 - *Group of Holes Markets* (for example only, *Player Holes Score - Holes 4-6*) – Only the statistics of the holes stated for the bet will be used for settlement purposes.

- *2 Ball, 3 Ball, and 4 Ball Markets*

- If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
- If any golfer in the group specified for the bet (for example only, in a *3 Ball Market* that specifies Golfer 1 vs. Golfer 2 vs. Golfer 3, the group is Golfer 1, Golfer 2, and Golfer 3) does not start the Event, all bets on such group will be voided. For example only, for a *3 Ball Market* listing Golfer 1 vs. Golfer 2 vs. Golfer 3, if Golfer 1 does not start the Event, any bets on a *3 Ball Market* listing the group of Golfer 1 vs. Golfer 2 vs. Golfer 3 will be voided.
- For all markets relating to the combined score of the group of golfers specified in the bet on a single hole or group of holes, if all of the golfers in the group specified in the bet do not complete all of the designated hole(s), bets on such group of golfers will be voided unless settlement is already Unconditionally Determined.
- *1st Player to X or Next player to X Markets* – “1st” and “Next” are defined by the number of holes completed, not the 1st chronological result. For example only, for a *1st Golfer to Make 3 Birdies Market*, Golfer A makes his 3rd birdie on hole six at 11:00am, and Golfer B makes his 3rd birdie on hole five at 11:05am. Bets on Golfer B would be settled as won since Golfer B achieved the outcome 1st according to the number of holes completed. If two or more Selections for the bet achieve the specified result on the same hole, Dead Heat Reduction rules apply. If no Selections for the bet achieve the specified result during the Event, bets will be settled as Push. If one or more of the Selections for the bet does not start the final hole of the Event, bets on such market will be voided unless settlement is already Unconditionally Determined.
- *Next Golfer to Win a Hole Markets* – Bets will be settled on which of the golfers specified for the bet wins a hole outright against the other golfers in the group specified for the bet. In *3 Ball Markets* and *4 Ball Markets*, if two or more golfers in the group specified for the bet tie for a hole, all golfers in the specified group remain eligible to win the next hole. If one or more golfers in the group specified for the bet does not start a hole, such hole will not be considered for settlement purposes. If none of golfers in the group specified for the bet wins a hole outright against the other golfers specified for the bet by the end of the round, the market will be settled as Push. Any playoff hole(s) do not count for settlement purposes for this market.
- *Group Par 3/4/5 Winner Markets* – If any golfer in the group specified for the bet (for example only, in a *3 Ball Market* that specifies Golfer 1 vs. Golfer 2 vs. Golfer 3, the group is Golfer 1, Golfer 2, and Golfer 3) does not start the 1st applicable hole of the Event, all

bets on such group (for example only, Golfer 1 vs. Golfer 2 vs. Golfer 3) will be voided unless settlement is already Unconditionally Determined.

- *Specified Hole Markets*

- If the par of any hole of an Event changes, bets placed before such change on markets that are settled based on the par of that hole will be voided.
- Bets listing a hole number will be voided if the hole is not played. For example only, Golfer A in match play for an 18-hole match is up by two holes with one hole left to play in the match. If the 18th hole is not played, any bets listing the 18th hole will be voided. For further example only, in a stroke play tournament, if the format is shortened to 54 holes, any bets listing the 72nd hole will be voided.
- Bets on the final hole are settled on the statistics of the last hole of the Event, excluding any playoff hole(s).

- *Shot Markets*

- If the golfer bet on does not Participate in the specific Occurrence (i.e., the next shot that the market applies to), all bets for that golfer on those specific shots will be voided unless settlement is already Unconditionally Determined.
- *Field Nearest The Pin and Field Longest Drive Markets* - If 50% or more of the total golfers offered as Selections do not start the hole bet on, all bets on such hole will be voided.

- *Match Play Markets*

- A hole ending by concession will be deemed Concluded for settlement purposes.
- Only bets on markets pertaining to the result of the applicable match for that market will include statistics of any playoff hole(s) for settlement purposes.
- If the golfer in a match-up is substituted with a new golfer, all bets on the match-up that include the removed golfer will be voided.
- If a hole is conceded, for any bets settled based on a golfer's or team's number of shots on the conceded hole (for example only, Player A to score a birdie or better on the conceded hole), the shots of each golfer or team, as applicable, for the conceded hole will be determined as follows for settlement purposes:
 - If the non-conceding golfer or team has not finished the hole and would win the hole by only one stroke if they holed their next shot at the point of concession, based on both the conceding and non-conceding golfers or teams score for the hole at the point

of concession, the non-conceding golfer or team will be deemed to have holed their next shot for settlement purposes, regardless of the distance the ball is from the hole. For example only, if Golfer A has hit three strokes on the hole, Golfer B has hit four strokes on the hole, and neither golfer has holed out, then Golfer B concedes the hole, Golfer A will be deemed to have made her next shot for settlement purposes, regardless of the distance from the hole, meaning Golfer A will be deemed to have made a four on the hole for settlement purposes.

- If the score on the conceded hole for the non-conceding golfer or team cannot be established for settlement purposes, bets on such golfer or team for such hole will be voided unless settlement is already Unconditionally Determined. For example only, on a par five hole, Team A has taken three shots, Team B has taken five shots, and neither team has holed out, then Team B concedes the hole; A bet on Team A to make a par or better on the hole would be settled as won, since settlement was already Unconditionally Determined (*i.e.*, the best score Team B could have on the hole is a six, so Team A would only win the hole with a par or better); however, bets on Team A to make birdie or better on the hole will be voided since settlement was not already Unconditionally Determined (*i.e.*, Team A would win the hole with a par).
- If the golfer on the team that loses the hole does not hole out, bets on such losing golfer or team will be voided unless settlement is already Unconditionally Determined. For example only, on a par four hole, Golfer A has taken four shots but has not holed out, Golfer B then makes a birdie on the hole; a bet on Golfer A to be birdie or better on the hole would be settled as lost, since settlement was already Unconditionally Determined (*i.e.*, Golfer A had already missed his birdie shot). For another example only, on a par five hole, Golfer A has taken three shots but has not holed out, Golfer B then makes an eagle on the hole; a bet on Golfer A to be birdie or better on the hole will be voided, since settlement was not already Unconditionally Determined (*i.e.*, Golfer A could have still made his birdie shot).
- If a hole is won by hammer rejection, bets settled based on the stroke score for the hole will be voided unless settlement is already Unconditionally Determined. If a hole is won by hammer rejection, the hole winner is the golfer or team who played the hammer for settlement purposes.
- If there are any shot clock penalties assessed on a hole prior to the hole being completed, such penalties will be included for settlement purposes.
- *1st Full Point Markets* – This market is settled as the 1st team to win a scheduled match and, as a result, acquire a full point for the Competition. If all scheduled matches for a Competition end in a tie, bets will be settled as Push.

- *Winning Point Markets* – The winning point in a Competition is the point scored by a golfer who wins the Competition for that golfer's team. For example only, Golfer A makes a shot to win a hole; as a result of winning that hole, Golfer A's team is awarded the point in the Competition that wins the Competition for Golfer A's team (in such case, bets on Golfer A as the Selection would be settled as won, and bets on all other Selections would be settled as lost). For further example only, Golfer B makes a shot, and then the opposing golfer concedes the hole; as a result of winning that hole, Golfer B's team is awarded the point in the Competition that wins the Competition for Golfer B's team (in such case, bets on Golfer B as the Selection would be settled as won, and bets on all other Selections would be settled as lost). For further example only, Golfer C makes a shot and then the opposing golfer misses a shot to lose the hole; as a result of winning that hole, Golfer C's team is awarded the point in the Competition that wins the Competition for Golfer C's team (in such case, bets on Golfer C as the Selection would be settled as won, and bets on all other Selections would be settled as lost) If there is a tie in the applicable Competition, all applicable bets for such Competition will be voided.
- *Day or Session Markets* – If any match(es) do not Conclude within the day or session(s) specified for the bet, the results of such match(es) will still be attributed to that originally specified day or session(s) for settlement purposes. For example only, if a match scheduled for Day 1 begins on Day 1 but is delayed and instead Concludes on Day 2, such match will be attributed to Day 1 for settlement purposes.
- *Season Long Markets* – Bets will be settled following Conclusion of the last tournament of the relevant season. Any monetary bonuses will not be counted for settlement purposes.
- *1st Time Winner Markets* – This market will be settled on whether the winner has won the tournament before or not. A tournament may change names, courses, or sponsors and still be classed as the same tournament if specified as such by the tournament's official governing body.
- *Next 1st Time Winner on a Tour Markets* – This market is settled only on sanctioned and co-sanctioned tournaments and rounds of the tour specified for the bet, including, but not limited to, all Majors. If none of the Selections for a market wins a tournament on the applicable tour during the calendar year specified for the bet, bets on such markets will be voided.
- *Player X Grand Slam Markets* – If all four Majors are not played in the calendar year specified on the bet, bets on the golfer bet on will be voided. If the golfer bet on does not play in the 1st Major in the calendar year specified on the bet, bets on such golfer will be voided.

- *To Qualify and To Reach Markets* – Bets are settled on the results from the applicable qualification Event or qualification criteria only. Bets will not be re-settled if golfer(s) or team(s) that qualify for the Event change after qualification.
- *Cut-Line Markets* – Bets are settled based only on the 1st official cut of the tournament. Bets will not be settled or re-settled according to any subsequent cuts after the 1st official cut of the tournament, including, but not limited to, made cut did not finish cuts.
- *To Make the Cut and To Miss the Cut Markets* – Any golfer who starts a tournament and withdraws, retires, forfeits, is disqualified, or otherwise pulls out or is eliminated from the tournament prior to the 1st official cut of the tournament being made will be deemed to have missed the cut for the tournament for settlement purposes.
- *Tournament Hole in One Markets* – If the number of holes that were officially announced or scheduled for the Event at the time the bet was accepted by DraftKings are not completed, such bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official number holes was announced or scheduled at the time the bet was accepted by DraftKings, the number of holes for the Event first announced or scheduled by the Event's official governing body shall be deemed the Event's official number of holes at the time the bet was accepted by DraftKings for purposes of this *Tournament Hole in One Markets* rule. If no such announcement or schedule regarding the Event's number of holes is made by the Event's official governing body at the time the bet was accepted by DraftKings, the number of holes customarily played in the previous three iterations of the Event will be deemed the officially announced or scheduled number of holes for the Event at the time the bet was accepted by DraftKings for purposes of this market.
- *Group of Golfers Versus The Field Markets* – The field is designated as all golfers in the Event except the group of golfers specified in the bet. If any of the golfers in the group specified for the bet (*i.e.*, the group that is against the field) does not Participate in the Event, such bet will be voided.
- *Bogey Free Markets* – Any score that is a bogey or worse (for example only, double bogey) will be considered a bogey for settlement purposes.
- *Distance Off the Tee Group of Golfers Markets* – If the tee shots of all the golfers in the group bet on miss the Fairway, Green, or fringe on the hole specified for the bet, bets on the Selection "no fairway" will be settled as won, and bets on all other Selections will be settled as lost.
- *Tee Shot Markets* – Bets are settled on the golfer's 1st official attempt at the tee shot only, and provisional balls or re-tees do not count for settlement purposes for *Tee Shot Markets*. For *Tee Shot Markets* on par four and par five holes, tee shots that land on the Green or the

fringe for the designated hole will be deemed to have landed in the Fairway for settlement purposes. If the tee shot lands in any other lie that is not listed as a Selection for the bet, bets on the Selection "Rough or Other" will be settled as won, and bets on any other Selection will be settled as lost. Any tee shot that does not finish on the Fairway designated for the applicable hole will be deemed as a missed Fairway for settlement purposes. For all Selections in a *Tee Shot Market* concerning a shot's distance off the tee, the shot must finish on the Fairway of the designated hole to be counted as a Fairway hit for settlement purposes.

- *Proximity to Hole Markets* – If the shot bet on misses the Green, bets on the Selection "Over" will be settled as won, and bets on any other Selection will be settled as lost. Only the 1st tee shot will count for settlement purposes, and provisional balls or re-tees do not count for settlement purposes for this market.
- *Nearest to the Hole Markets* – A golfer's shot must finish on the Green to qualify. If a golfer's shot does not finish on the Green, bets on such golfer for this market will be settled as lost. Dead Heat Reduction rules apply if two or more golfers are an equal distance from the hole. If all golfers listed as Selections for the bet miss the Green, bets on the Selection "No Green" will be settled as won, and bets on all other Selections will be settled as lost. If any Selection does not start the applicable hole, bets on all Selections will be voided.
- *Green In Regulation Markets* – Green in regulation is when a golfer's shot lies on the Green with two or more strokes less than par for the hole. For example, on a par four hole, getting the ball on the Green in two or fewer strokes is a Green in regulation.
- *Wire to Wire* – For a golfer to lead a tournament from wire to wire, the golfer must be the leader of the tournament at the end of each round of the tournament and wins the tournament. If multiple golfers are tied as the tournament leader at the end of a round of the tournament, except for the final round of the tournament, each of those tied golfers is a leader of the tournament for purposes of settlement. If the number of rounds for the tournament bet on changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on that tournament will be voided. If the number of rounds for the tournament bet on was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds first announced or scheduled by the tournament's official governing body shall be deemed the official number of rounds for the tournament at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the number of rounds for a tournament is made by the tournament's official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily played in the previous three iterations of the tournament will be deemed the officially announced or scheduled number of rounds for the tournament at the time the bet was accepted by DraftKings for purposes of this *Wire to Wire* rule.

Handball

For the purposes of these Handball Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

Except for *Futures Markets*, if a Match does not start, or the Match’s official governing body declares the Match will not start, on the Match’s start date (local arena time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets for such Match will be voided. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first official start date for the Match announced by the Match’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets* and Matches where a mercy rule call was made, if a Match starts, is then Interrupted, and such Match does not, or the Match’s official governing body declares the Match will not, reach its intended, natural, or normal end within 24 hours from the Match’s last instance of play, bets on *Moneyline Markets* for such full Match will be voided (regardless of a winner for such Match being declared, a participant or team in the Match advancing to the next stage of the Competition, or a team in the Match being declared the champion) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined.

General Handball Settlement Rules

- Except for *Futures Markets*, if an Event does not finish in a tie but overtime is still necessary for aggregate score formats, statistics from overtime will not be included for settlement purposes. For *Futures Markets*, statistics from any overtime will be included for settlement purposes.
- The statistics at the time of a mercy rule call will be used for settlement purposes.

Market Specific Handball Settlement Rules

- *Futures Markets*
 - *Season-Long Head-2-Head Markets* – If either of the Selections do not Participate in at least one regular season Match for the applicable season, bets will be voided.
 - *Top Team Goal Scorer and Tournament Top Goal Scorer Markets* – Only goals scored in regulation Match time and overtime, including, but not limited to, any goals scored during a penalty shot during regulation Match time and overtime, are deemed goals scored for settlement purposes. Any goals scored in a penalty shootout do not count as a goal scored for settlement purposes.

Ice Hockey

Schedule and Format Changes

“Hockey Playoff Game” shall mean a hockey playoff or postseason Game. Except for bets on *Futures Markets*, if a Hockey Playoff Game starts, is then Interrupted, and is not, or the Hockey Playoff Game’s official governing body announces that the Hockey Playoff Game will not, Conclude within 90 days of the Hockey Playoff Game’s last instance of Play (local stadium time), all bets on such Hockey Playoff Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets* and Hockey Playoff Games, if a Game starts, is then Interrupted with more than five minutes of regulation Game time remaining, but the Game is not Concluded within two calendar days of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings: (i) such bets on that Game, except *Moneyline Markets* for such full Game, will be voided unless settlement is already Unconditionally Determined, and (ii) bets on *Moneyline Markets* for such full Game will be settled based on the winner declared by the Game’s official governing body or the team advanced to the next stage of the Competition (if no winner of the Game is declared, but a team in the Game is advanced to the next stage of the Competition). If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Game announced by the Game’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets* and Hockey Playoff Games, if a Game starts; is then Interrupted with five or fewer minutes of regulation Game time remaining, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and the Game will not be, or is not, Concluded within two calendar days of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, the Game will be considered Concluded for Settlement purposes, and bets on such Game will be settled by using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted. If there was no originally scheduled start date (local stadium time) at the time the bet was accepted by DraftKings, the first scheduled start date for the Game announced by the sports’ official governing body will be deemed the originally scheduled start date for purposes of this paragraph.

For bets on a *Futures Market*, if the Event is not Concluded within 90 calendar days (eastern prevailing time due to the location of DraftKings’ headquarters) from the Event’s completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event’s

official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Hockey Settlement Rules

- All Hockey markets include overtime statistics for settlement purposes, unless: (i) the market's header denotes that overtime is not included for settlement purposes, including, but not limited to, "Excl OT", "Regulation Time" or "60 minutes" in the market header in which case overtime and shootout statistics are not included for settlement purposes or (ii) the Game does not finish in a tie score at the end of regulation Game time, but overtime is played for aggregate scoring purposes, in which case bets on such Game will be settled excluding overtime statistics.
- Except for bets on National Collegiate Athletic Association Hockey Games and bets that exclude overtime statistics for settlement purposes, if a Game is decided by a penalty shootout, one goal will be added to the winning team's end of regulation score and the Game's total goals for settlement purposes.
- If no goals are scored in a Game during regulation Game time and overtime (if played in the Game), and the Selection "No Goalscorer" was offered at the time DraftKings accepted the bet, then bets on the Selection "No Goalscorer" will be settled as won, and bets on all other Selections will each be settled as lost.

Market Specific Hockey Settlement Rules

- *Player Props Markets*
 - *Goalie Performance Markets* – If the goalie(s) bet on do not start the Game, bets on such goalie(s) will be voided.
 - *Goalie Shutout Markets* – Bets on "Yes" as the Selection will only be settled as won if the goalie bet on was the only goalie that played for their team the entire Game, including any overtime, and no goals were scored on the goalie bet on. If the goalie bet on was not the only goalie who played for their team the entire Game, including any overtime, and no goals were scored on the goalie bet on, bets on such goalie will be voided.
 - *Goalscorer and Player Performance Markets* – If the Selection bet on does not dress for the Game bet on and get announced as part of the lineup for his or her team for the Game bet on, bets on that Selection for such Game will be voided. Bets on a Selection will not be voided solely because the Selection bet on doesn't receive any playing time in the Game bet on. All *Goalscorer Markets* will be settled as lost if there are no goals scored by either team in the Game during regulation Game time and overtime. Bets will include

overtime statistics, but do not include shootout statistics for settlement purposes. *Player Performance Markets* do not include *Goalie Performance Markets*.

- *Futures Markets*

- *Eastern Conference Winner and Western Conference Winner Markets* – For bets on National Hockey League (“**NHL**”) conference winner, bets are settled based on the teams that compete in the Stanley Cup Final.
- *NHL Regular Season Points and NHL Regular Season Wins Markets* – If at least 97% of the regular season games of the team(s) bet on are not Concluded, using the official NHL schedule for the applicable regular season at the time the bet was accepted by DraftKings, such bets on that team(s) will be voided unless settlement is already Unconditionally Determined. If there was no official NHL schedule for the applicable regular season at the time the bet was accepted by DraftKings, the first official schedule announced by the NHL for the applicable regular season will be deemed the schedule for the applicable regular season for purposes of this paragraph.
- *To Make the Playoffs and To Make a Tournament Markets* – If the sport’s official governing body changes the number of teams that make the applicable playoffs or tournament after the bet was accepted by DraftKings, such bets will be voided.
- *Series Betting Markets* (for example only, *Playoff Series Head-2-Head Markets*, *Leading Goal Scorer in a Playoff Series Markets*, *Leading Point Scorer in a Playoff Series Markets*) – If the format or number of Games in a series changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that series will be voided. If no official format or number of Games was announced or scheduled for the series at the time the bet was accepted by DraftKings, the format or number of Games for the series first announced or scheduled by the series’ official governing body shall be deemed the series’ official format or number of Games at the time the bet was accepted by DraftKings for purposes of this rule. If no such announcement or schedule regarding the format or number of Games in the series is made by the series’ official governing body at the time the bet was accepted by DraftKings, the format or number of games customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format or number of Games for the Event at the time the bet was accepted by DraftKings for purposes of this *Series Betting Markets* rule.
- *NHL Top Regular Season Points and NHL Top Regular Season Goals Scorer Markets* –Bets will not be voided solely because a player does not Participate in the applicable regular

season. If two or more players tie with the same number of regular season points or regular season goals, as applicable for the bet, Dead Heat Reduction rules apply.

- *Calder Trophy Award Market* – If the player bet on does not Participate in at least one Game during the specified regular season, all bets on such player will be settled as lost.
- *Draft Props (Ice Hockey) Markets* – Bets will be settled using the statistics from the sport's official governing body.
- *Draft Position Over/Under Markets* – If a player declares for the draft and goes undrafted, bets on the "Over" Selection for that player will be settled as won. If a player does not declare for the draft or withdraws before the draft starts, bets on that player will be voided.
- *Period Related Markets (for example only, 3rd Period Total Goals)* – Bets do not include statistics from overtime for settlement purposes.
- *Daily Props Markets* – If the number of Games stated in the market header do not reach their intended, natural, or normal end on the date specified in the market header, bets on such markets will be voided.
- *Period Markets (for example only, 1st Period, 2nd Period, 3rd Period)* – If all 20 minutes of the relevant period of the Game is not played, bets on such period will be voided unless settlement is already Unconditionally Determined.
- *Time of 1st Goal Markets* – If a goal is not scored during regulation Game time, bets on the "Over" Selection will be settled as won and bets on the "Under" Selection will be settled as lost.
- *Highest Scoring Period Markets* – If two or more periods tie for the highest number of goals, bets on the Selection "Tie" will be settled as won, and bets on all other Selections will be settled as lost.
- *Winning Margin Markets* – If regulation Game time is completed and the score is tied, bets on "Tie" as the Selection will be settled as won, and all other Selections will be settled as lost.
- *X Minute Markets (for example only, Shots in 1st Two Minutes, Goal in First Ten)* – If the entire specified interval of Game time stated for the bet is not completed, bets on that interval of game time will be voided unless settlement is already Unconditionally Determined.
- *Next Goal Markets (2nd Goal, 3rd Goal, etc.)* – If the remainder of regulation Game time after the bet was accepted by DraftKings is completed without another goal being scored, bets on

the “Neither” Selection will be settled as won, and bets on all other Selections will be settled as lost.

Jai Alai

For the purposes of these Jai Alai Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Participation

If any of the players (singles or doubles) specified for the bet do not start the Match, all bets on such Match will be voided. Bets on a specific player will not be voided solely because such player is substituted out during the Match.

Schedule and Format Changes

If a Match starts, is then Interrupted after the 1st set of the Match has reached its intended, natural, or normal end, and does not Conclude within 14 days (local stadium time) from the last instance of play, bets on such Match will be voided unless settlement is already Unconditionally Determined.

If a Match starts, is then Interrupted, and the 1st set of the Match has not reached its intended, natural, or normal end within 14 days (local stadium time) from the Match’s last instance of play, bets on *Moneyline Markets* on that full Match will be voided (regardless of a winner for such Match being declared or a participant or team in the Match advancing to the next stage of the Competition) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined.

Market Specific Jai Alai Settlement Rules

- *Moneyline Markets* – If a player or team forfeits a Match after the 1st set of the Match has reached its intended, natural, or normal end, the forfeiting player or team will be deemed the loser of the Match for settlement purposes, and the non-forfeiting team will be deemed the winner of the Match for settlement purposes. For example only, in a Match between Team A and Team B, if the 1st set of the Match has reached its intended, natural, or normal end, and during the 2nd set of the Match Team A forfeits, bets on Team A as the Selection will be settled as lost, and bets on Team B as the Selection will be settled as won. If the Match starts, the 1st set of the Match has reached its intended, natural, or normal end, and the Match is then Interrupted and does not, or the Match’s official governing body announces the Match will not, reach its intended, natural, or normal end within 14 days (local stadium time) from the last instance of play, bets will be settled based on the winner declared by the Match’s official governing body, the player or team that advanced to the next stage of the Competition (if no winner of the Match is declared, but a player or team in the Match is advanced to the next stage of the Competition), or the player or team declared champion by the Match’s official governing body (if the Match is a final or championship).

- *Point Winner Markets* – If the point specified for the bet is not played, bets on such point will be voided. If all of the players (singles or doubles) specified for the bet do not start the specified point, bets on that point will be voided.

Lacrosse

Schedule and Format Changes

Except for *Futures Markets*, if a Game starts, is then Interrupted with more than five minutes of regulation Game time remaining, and does not reach its normal, natural, or intended end within 48 hours of the Game's last instance of play, the Game's official governing body announces the Game will not be resumed, or the Game's official governing body announces the Game will not be resumed within 48 hours of the Game's last instance of play, bets on *Moneyline Markets* for such full Game will be voided (regardless of a winner for such Game being declared, a team in the Game advancing to the next stage of the Competition, or a champion being declared) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, if a Game starts; is then Interrupted with five or fewer minutes of regulation Game time remaining, is Interrupted after regulation Game time ends but before any overtime, or is Interrupted during any overtime; and the Game will not be, or is not, Concluded within 48 hours of the Game's last instance of play, the Game will be considered Concluded for Settlement purposes, and bets on such Game will be settled by using the statistics that existed in the Game as of the last instance of play when the Game was Interrupted.

Mixed Martial Arts

These mixed martial arts (“**MMA**”) sport rules apply to all forms of full-contact fighting, including, but not limited to, UFC, PFL, Dana White’s Contender Series, Bellator, BKFC, Legacy Fighting Alliance, ONE Championship, Cage Warriors, and PFL. These MMA rules do not apply to boxing, as boxing has its own Sport Rules.

For the purposes of these MMA Sport Rules, any reference to “Fight” shall mean “Game” (as defined in the General Rules).

Participation

If either fighter in a Fight is replaced after the bet has been accepted by DraftKings, such bet will be voided.

Schedule and Format Changes

Except for Fights with a confirmed official date of December 31, all Fights that are specified on the DraftKings Platform with the date as Dec 31st are considered “**Future Fights**” and are without a set date. All Future Fights must have a confirmed date by December 31 of the calendar year the bet was accepted by DraftKings; otherwise, all bets on such Future Fights will be voided.

If a Fight starts but is not Concluded within 48 hours of the start of the Fight, bets on such Fight will be voided unless settlement is Unconditionally Determined.

If the number of rounds for a Fight changes from what was officially announced or scheduled at the time the bet was accepted by DraftKings, such bets on that Fight will be voided. If no official number of rounds was announced or scheduled at the time the bet was accepted by DraftKings, the number of rounds first announced or scheduled by the Fight’s official governing body shall be deemed the Fight’s official number of rounds at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Fight’s number of rounds is made by the Fight’s official governing body at the time the bet was accepted by DraftKings, the number of rounds customarily used in the previous three iterations of the Fight will be deemed the officially announced or scheduled number of rounds for the Fight at the time the bet was accepted by DraftKings for purposes of this paragraph.

General MMA Settlement Rules

- Unless the official results applicable to the settlement of a bet are officially changed within one hour of the Fight’s Conclusion or there is clear and convincing evidence that the information applicable to the settlement of a bet is incorrect, settlement will be determined using (i) the official announcement made in the ring after the Conclusion of the Fight or (ii) where the official in-ring announcement at the Conclusion of the Fight does not include the information applicable to settlement of a bet, the information provided by the Fight’s official governing body at the time of the official in-ring announcement at the Conclusion of the Fight.

- If a Fight Concludes in a no contest, all bets on such Fight will be voided, unless settlement is already Unconditionally Determined.
- If a Fight Concludes in a technical decision, the Fight will be deemed to have Concluded in a decision for settlement purposes.
- If a Fight Concludes in a technical decision, any bets on such Fight where “To Go the Distance” was offered as a Selection for the bet at the time the bet was accepted by DraftKings will be voided.

Market Specific MMA Settlement Rules

- *Futures Markets*
 - Bets will not be voided solely due to a fighter retiring or leaving the relevant organization for any reason.
 - *To Be Champion Markets* – A fighter being awarded an interim title or becoming interim champion does not count as the fighter becoming champion for settlement purposes. If a fighter division does not have a champion on the date specified for the market, all bets on a champion for that fighter division will be voided. If the title for champion for a fighter division is not contested at least once by the date specified for the bet, bets on champion for such fighter division will be voided.
 - *To Be Ranked Markets* (for example only, *Fighter to be Ranked in the Top 5*) – To be ranked in the relevant position includes the champion as well as, and including, the specified ranking number. For example only, to be ranked in the top five will have six positions: the champion plus positions one through five.
 - *Match Bet Markets* – Predict which fighter will have the highest ranking on the date specified for the market. Highest ranking means champion and below (*i.e.*, a fighter with a ranking of two is ranked higher than a fighter with a ranking of three). Champion is ranked higher than the number one position and any interim champion. If a fighter is unranked on the date specified for the bet and the other fighter is ranked on the date specified for the bet, the ranked fighter will have the higher rank for settlement purposes. If both fighters specified for the bet are unranked on the date specified for the bet, such bet will be voided.

- *MMA Pre-Match Same Game Parlays*
 - All MMA Sport Rules also apply to MMA Pre-Match Same Game Parlays. If there is a conflict between these MMA Pre-Match Same Game Parlay rules and any other rule in these MMA Sport Rules, solely as they relate to a MMA Pre-Match Same Game Parlay, these MMA Pre-Match Same Game Parlay rules prevail.
 - Except where the Fight associated with a Pre-Match Same Game Parlay starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, if a Pre-Match Same Game Parlay contains at least one leg that is voided or settled as Push, such Pre-Match Same Game Parlay will be voided, irrespective of whether the Pre-Match Same Game Parlay contains other winning or losing legs.
 - If a Fight starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, any Pre-Match Same Game Parlay on that Fight that contains a losing leg at the time of the Interruption will be settled as lost.
 - If a Fight starts, is then Interrupted, and the Fight's official governing body declares the Fight will not be resumed, any Pre-Match Same Game Parlay on that Fight that does not contain a losing leg at the time of the Interruption will be voided.
 - If the outcome of a leg in a Pre-Match Same Game Parlay is a tie, and "Tie" was not offered as a Selection for that leg at the time the Pre-Match Same Game Parlay was accepted by DraftKings (for example only, "Race to X Knockdowns" where neither fighter reaches the number of knockdowns specified for the market and "Tie" was not offered as a Selection), then such Pre-Match Same Game Parlay will be settled as lost.
- *MMA Live Same Game Parlays*
 - All MMA Sport Rules apply to MMA Live Same Game Parlays. If there is a conflict between these MMA Live Same Game Parlay rules and any other rule in these MMA Sport Rules, solely as they relate to a MMA Live Same Game Parlay, these MMA Live Same Game Parlay rules prevail.
 - If a Live Same Game Parlay contains a leg that is voided or settled as Push, that Live Same Game Parlay will be repriced based on the odds available on the DraftKings Platform at the time the Live Same Game Parlay was accepted by DraftKings. If all legs in a Live Same Game Parlay are voided, then that Live Same Game Parlay will be voided.
- *Total Rounds and Time-Based Markets* – Settlement is based on the time the Fight ends, even if the Fight ends in a technical decision. For Fights with five-minute rounds, two minutes 30

seconds of a round will delineate the half to determine over or under. For example only, two minutes and 30 seconds into the 2nd round of a Fight will equal over 1.5 rounds.

- *Point Spread Markets* – If a fighter wins via knockout/technical knockout, submission, or disqualification, bets placed on the winning fighter will be settled as won. If the Fight requires a decision via the judges' scorecards, the point spread will be applied to the fighter's combined total points. For example only, in a 3-round Fight that requires a decision via the judges' scorecards, if Judge A scores the Fight 30-27 for Fighter X, Judge B scores the Fight 29-28 for Fighter X, and Judge C scores the Fight 28-29 for Fighter Y, resulting in a combined score of 87-84 in favor of Fighter X, if the point spread is Fighter X -3.5, then bets on Fighter X -3.5 will be settled as lost, and bets on Fighter Y +3.5 will be settled as won.
- *Round Betting, Method of Victory, and Exact Method of Victory Markets* – If the Fight is stopped by the referee or the doctor due to an injury or disqualification, the Fight will be considered to conclude in a technical knockout for settlement purposes. If there is a technical draw, the Fight will be considered to Conclude in a draw for settlement purposes. A technical or verbal submission, including a submission to strikes, will be considered a submission for settlement purposes.
- *Fight to Go the Distance Markets* – Bets on "Yes" as a Selection will only be settled as won if the full number of rounds for the Fight, officially scheduled at the time the bet was accepted by DraftKings, have reached their intended, natural, or normal end.
- *To Win Fight and Over/Under Rounds Markets* – Bets will be settled based on the winner of the Fight combined with the time the winner wins the Fight in. If a Fight ends in a draw, bets on such Fight will be settled as lost.
- *Fighter to Win by Finish Markets* – "To Win by Finish" means the fighter wins the Fight by any result other than by judges' decision.

Motor Sports

These Motor Sports Sport Rules apply to all bets on automotive racing, including, but not limited to, Formula 1, National Association for Stock Car Auto Racing (“**NASCAR**”), Indy Car, Supercross, Motocross, Nitrocross, United States Auto Club (“**USAC**”), National Hot Rod Association (“**NHRA**”), Moto GP, Superbikes, and Speedway.

For the purposes of these Motor Sports Sport Rules, any reference to “Race” shall mean “Game” (as defined in the General Rules).

Participation

Except for Supercross and Formula 1, Participation shall mean starting a timed lap at any point during the Event. For Supercross, Participation shall mean starting a timed lap at any point during the Event or starting a qualification session or practice session related to the Event. For Formula 1, Participation shall mean being listed in the official results for the Event with any result other than “Did Not Start”. For Formula 1, if the driver bet on is listed in the official results as “Did Not Start” for an Event, bets on that driver for such Event will be voided.

Schedule and Format Changes

If a Race starts, is then Interrupted, and is not Concluded within 10 calendar days of the Race’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on that Race will be voided unless settlement is already Unconditionally Determined. If a Race starts, is then Interrupted, and is Concluded within 10 calendar days of the Race’s start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, all bets on such Race will be settled based on the results from the Race’s official governing body at the time of the Race’s podium presentation. For a Race that is scheduled to have a podium presentation, but there is no podium presentation, such bets will be settled in accordance with the first results of the Race’s official governing body after Conclusion of the Race. Any subsequent inquiries, penalties, or disqualifications after the Race’s podium presentation will not affect settlement. If there was no officially scheduled start date for the Race at the time the bet was accepted by DraftKings, the first official start date for the Race announced by the Race’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

If the scheduled venue of a Race is changed after a bet was accepted by DraftKings, such bets on that Race will be voided.

General Motor Sports Settlement Rules

- All bets on an individual Motor Sports Event will be settled based on the first published provisional results from the Event’s official governing body. Any subsequent inquiries, penalties, or disqualifications after the publication of the first provisional results from the Event’s official governing body will not affect settlement.

- For *NASCAR Markets* only - Bets on a driver will not be voided solely because that driver is substituted out of the Race that he or she Participated in. Bets on a driver will not be voided solely because that driver does not start the Race but Participates in the Race as a substitute. If the same car has two or more drivers Participate in a Race, bets on each such driver will be settled based on the Race results of that car. For example only, if driver X starts a Race driving car #99 and driver Y is substituted for driver X to drive car #99 during the same Race, and car #99 finishes in 1st place with driver Y driving, both driver X and Y will be considered as having finished in 1st place for the purposes of settling *NASCAR Markets*.

Market Specific Motor Sports Settlement Rules

- *Futures Markets*
 - The driver/rider or team declared the winner for the season by the applicable official governing body will be used for settlement purposes, regardless of the number of races in, or the length of, the applicable season.
 - If drivers/riders or teams have the same number of points or position on a leaderboard, settlement will be based on the driver/rider or team that finishes higher in the official governing body's standings.
 - *Total Fastest Qualifier and Season Qualifying Match-Ups Markets* – For Formula 1 only, qualifications for Formula 1 Sprint Races do not count as qualifiers for settlement purposes.
 - *Total Race Wins, Podium Finishes, Top 10 Finishes, and Fastest Laps Markets* – For NASCAR only: (i) settlement of bets is based only on Races for Cup Series points, and (ii) any exhibition Races and all-star Races will not count towards the settlement of bets. For Formula 1 only, Formula 1 Sprint Races do not count towards the settlement of bets.
 - *Leader After X Lap Markets* – If no driver/rider completes the lap specified for the bet, such bet will be voided.
- *Match-Up Markets*
 - If both Selections fail to complete the Event, the official placing assigned to the Selections for the Event by the Event's official governing body will be used for settlement purposes.
 - For Supercross, if both Selections do not Participate in the main event Race, bets on such Selections will be voided.

- *Groups Markets* – If all Selections in the group listed for the bet do not Participate in the Event, bets on such group will be voided.
- *Stage Winner and Stage Props Markets* – If a stage of a Race is not Concluded within 10 calendar days of the Race's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, bets on such stage will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Race at the time the bet was accepted by DraftKings, the first official start date for the Race announced by the Race's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.
- *Qualification Markets* – If the qualifying session does not reach its intended, natural, or normal end within 5 calendar days of the qualifying session's start date (local venue time), all bets on such qualifying markets will be voided. If there was no officially scheduled start date for the qualification session at the time the bet was accepted by DraftKings, the first official start date for the qualification session announced by the qualification session 's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this rule.
- *Practice 1/2/3 Winner and Free Practice 1/2/3 Winning Car Markets* – If the driver/rider or team bet on does not record a lap in the session of practice specified for the bet, bets on such driver/rider or team will be voided.
- *Winning Manufacturer and Winning Team Markets* – Bets on Winning Manufacturer and Winning Team will not be voided solely as a result of drivers/riders not Participating.
- *Will There Be a Safety Car Markets* – The safety car must appear on the track during racing for bets on the "Yes" Selection to be settled as won. A virtual safety car does not count as there being a safety car on the track during racing for settlement purposes.
- *Fastest Pit Stop Markets* – The bet is for, and settlement is based on, the stationary time of the pit stop.
- *1st to Retire and Car 1st to Retire Markets* – If two or more Selections retire on the same lap, Dead Heat Reduction rules apply. For Formula 1 only, if no drivers for a team start the Race, bets on that team will be voided.
- *Last Classified Driver Markets* – For Formula 1 only, the driver who is in the last numbered position in the Fédération Internationale de l'Automobile classification will be deemed the last classified driver for settlement purposes.

- *Fastest Speed Markets* – For Formula 1 only, the fastest recorded speed by the Fédération Internationale de l'Automobile or relevant official governing body, will be used for settlement purposes.
- *Most Fastest Laps Markets* – For NASCAR only, bets will be settled based on the driver who records the greatest number of laps with the fastest lap time, as published by the raw feed on NASCAR.com.

Non-Sports Special Events

These Non-Sports Special Events Sport Rules apply only to non-sport and non-athletic awards, including, but not limited to, the Academy Awards. For purposes of these Non-Sports Special Events rules, “Events” shall mean any non-sport and non-athletic award on which a bet is placed. These Non-Sports Special Events Sport Rules do not apply to awards in connection with statistical performance or achievement related to any sport or athletic competition (for example only, Most Valuable Player in football award).

General Non-Sports Special Events Settlement Rules

- Bets will be settled based on the results that are publicly announced and confirmed by the official presenters of the award.
- Bets will be settled at the time of the award’s presentation ceremony or if there is no presentation ceremony, at the time the winner of the award is announced, in each case, regardless of any subsequent protests, amendments to results, or disqualifications, except in cases of clear and obvious error.
- If two or more Selections tie for an award, Dead Heat Reduction rules will apply.
- Bets on a Selection will not be voided solely because that Selection becomes ineligible to win the applicable award.

Rodeo and Professional Bull Riding

Schedule and Format Changes

Except for *Futures Markets*, if an Event does not start, or the Event's official governing body announces that such Event will not start, within seven calendar days of the Event's start date (local venue time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Event will be voided. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets*, if an Event starts but does not reach its normal, natural, or intended end within seven calendar days (local venue time) of the Event's last instance of play, the Event's official governing body announces the Event will not be resumed, or the Event's official governing body announces the Event will not be resumed within seven calendar days (local venue time) from the Event's last instance of play, bets on *Moneyline Markets* and *Head-to-Head Matchups Markets* for such full Event will be voided (regardless of a winner for such Event being declared, a participant or team in the Event advancing to the next stage of the Competition, or a champion being declared) and all other bets on such Event will be voided unless settlement is already Unconditionally Determined.

For bets on *Futures Market*, if the Event is not Concluded within 10 calendar days (local venue time) from the Event's completion date that was officially scheduled at the time the bet was accepted by DraftKings, bets on *Futures Markets* for such Event will be voided unless settlement is already Unconditionally Determined. If the Event starts, is then Interrupted, but is Concluded within seven calendar days (local venue time) of the Event's last instance of play, bets on *Futures Markets* for that Event will be settled based on the winner declared by the Event's official governing body, the participant advanced to the next stage of the Competition (if no winner of the Event is declared, but a participant in the Event is advanced to the next stage of the Competition), or the participant declared champion by the Event's official governing body (if the Event is a final or championship). If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the first official completion date for the Event announced by the Event's official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Rodeo and Professional Bull Riding Settlement Rules

- Bets will not be voided solely because a bull is changed.
- If there is a technical issue, at no fault of the rider, that prevents a time from being recorded accurately, bets will be settled by the subsequent re-ride that Concludes. If there is no re-ride, all bets on such applicable Event will be voided unless settlement is already Unconditionally Determined.

Rugby Union and Rugby League

For the purposes of these Rugby Union and Rugby League Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

General Rugby Settlement Rules

- If there is a change of opponent from the one specified for the bet, then all bets for that Event will be voided.
- Except for *Top Points Scorer Markets*, *Top Tryscorer Markets*, *Top Team Tryscorer Markets*, *Total Team Tournament Points Markets*, and *Total Team Tournament Tries Markets*, only statistics from regulation Game time and stoppage time will be used for settlement purposes, and golden point(s), extra-time, or overtime statistics do not count for settlement purposes.
- Except for *1st Try Scorer Markets*, *Last Try Scorer Markets*, and *Anytime Try Scorer Markets*, penalty tries count as a try for settlement purposes.

Market Specific Rugby Settlement Rules

- *Player Prop Tryscorer Markets*
 - If a player does not Participate in the Match, bets on such player will be voided.
 - Except for *1st Tryscorer Markets*, if a player Participates in the Match at any point, bets on such player will not be voided solely because the player was not on the field when a try was scored.
 - *Top Tryscorer Markets* – If two or more Selections are tied for the most tries, Dead Heat Reduction rules apply.
 - *1st, Last, and Anytime Tryscorer Markets* – Penalty tries do not count as a try for settlement purposes. If the 1st try scored in the Match is from a penalty try, the next try scored in the Match that is not off a penalty try will be deemed to be the 1st try scored in the Match for settlement purposes. If the last try scored in the Match is from a penalty try, the previous try scored in the Match that was not from a penalty try, will be deemed the last try scored of the Match for settlement purposes. If no try is scored in the Match or if the only tries scored in the Match are penalty tries, bets on the “No Tryscorer” Selection will be settled as won, and bets on all other Selections will be settled as lost.
 - *1st Tryscorer Markets* - If a replacement (substitute) has not Participated in the Match before the 1st try of the Match is scored, other than from a penalty try, bets on such player will be voided.

- *Period Markets* (for example only, *1st Half Winner* and *1st Half Handicap*) – Only statistics from the period of play specified for the bet will be used for settlement purposes. If the period of play specified for the bet starts but does not reach its intended, natural, or normal end, bets on such period of play will be voided unless settlement is already Unconditionally Determined. Bets will not be voided solely because the Match is not Concluded after the period of play specified for the bet. For example only, a bet on the 1st half of a Match will not be voided solely due to the Match being suspended and not Concluded during the 2nd half of the Match.
- *Futures Markets*
 - *Top Points Scorer Markets* – If two or more winning Selections are tied for the most points, Dead Heat Reduction rules apply. Statistics from overtime are included for settlement purposes.
 - *Top Tryscorer and Top Team Tryscorer Markets* – Statistics from overtime are included for settlement purposes. If two or more winning Selections are tied, Dead Heat Reduction rules apply.
 - *Grand Slam Winner Markets* – Settlement is based on which team, if any, will win all five of its Matches in the Six Nations Competition. If no Selection wins all five of its Matches in the Six Nations Competition, bets on the Selection “No Winner” will be settled as won, and bets on any other Selection will be settled as lost.
 - *Triple Crown Winner Markets* – Settlement is based on which team, England, Ireland, Scotland, or Wales will win all three of their Matches against England, Ireland, Scotland, and Wales, as applicable, in the Six Nations Competition. If neither England, Ireland, Scotland, or Wales wins all three Matches against the other three countries, bets on the Selection “No Winner” will be settled as won, and bets of any other Selection will be settled as lost.
 - *To Finish Bottom Markets* – Settlement is based on the team that finishes in the lowest position (based on overall record) in the standings of the league after the completion of the regular season or after completion of the Competition, as applicable.
 - *Stage of Elimination Markets* - If the Selection bet on gets disqualified after the Competition starts, bets on such Selection will be voided.
 - *Top Rugby Championship Team Markets* – Bets settle based on which Rugby Championship team makes it furthest in the Rugby World Cup. In the event there are two or more winning Selections (for example only, two Rugby Championship teams make it to the finals of the Rugby World Cup) Dead Heat Reduction rules apply.

- *Top Six Nations Team Markets* – Bets will be settled based on which Six Nations team makes it furthest in the Rugby World Cup. In the event there are two or more winning Selections (for example only, two Six Nations teams make it to the finals of the Rugby World Cup) Dead Heat Reduction rules apply.
- *Total Team Tournament Points or Tries Markets* – Points and tries scored during extra time are deemed to be points and tries scored during the applicable tournament for settlement purposes.
- *Tournament or Competition Winner Markets* – The final league position, including playoff results, are used for settlement purposes.

Sailing

Participation

Participation shall mean the Selection (for example only, team, crew, country, or boat) getting in the body of water for the Event at the start of the Event.

Snooker

Schedule and Format Changes

Except for *Futures Markets*, if a Game has not started and is rescheduled to another date (local venue time) other than the start date that was officially scheduled at the time the bet was accepted by DraftKings, such bets for that Game will be voided. If there was no officially scheduled start date for the Game at the time the bet was accepted by DraftKings, the first official start date for the Game announced by the Game's official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Except for *Futures Markets* and except for Games that have formats intended to cover multiple calendar days, if a Game starts, is then Interrupted, and such Game does not Conclude on the same day (local venue time) on which the Event was first Interrupted, bets on such Event will be voided unless settlement is already Unconditionally Determined.

General Snooker Settlement Rules

- Except for *Moneyline Markets*, if a Selection Participates in a Game and is then disqualified, withdraws, forfeits, retires, or otherwise similarly pulls out from or is removed from the Game, bets on such Selection for that Game will be voided unless settlement is already Unconditionally Determined.

Market Specific Snooker Settlement Rules

- *Moneyline Markets* – If a Selection Participates in a Game and is then disqualified, withdraws, forfeits, retires, or otherwise similarly pulls out of or is eliminated from the Game, bets on such Selection for that Game will be settled as lost, and bets on the Selection progressing to the next round or being declared the winner of the Game will be settled as won.
- *1st Frame and Next Frame Markets*
 - *Frame Total Points Markets* – If there is a re-rack during the frame bet on, all points in the frame bet on, both before and after the re-rack, count towards the frame total points for settlement purposes.
 - *Breaks of 50 and Breaks of 100 Markets* – If there is a re-rack during a frame within the Game bet on, any breaks of above 50 points and any breaks of above 100 points from before and after such re-rack will count as a break of 50 or break as 100, as applicable, for settlement purposes.

- *Foul Markets* – If there is a re-rack during a frame within the Game bet on, and a foul occurred either before or after such re-rack, bets on the “Yes” Selection will be settled as won.
- *1st Legally Potted Color, To Pot 1st Ball, and To Pot Last Ball Markets* – If there is a re-rack, the results of the original frame before the re-rack will count for settlement purposes if a color or ball was potted. If no color or ball was potted before the re-rack, only the results of the frame after the re-rack will count for settlement purposes. Any balls potted through a foul shot are not considered a potted ball for settlement purposes.

Soccer

For the purposes of these Soccer Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

For friendly Matches only, if the Match starts, is then Interrupted after 70 or more minutes of regulation Match time have been played, and the Match’s official governing body declares the Match will not be resumed, the Match will be considered Concluded for settlement purposes, and bets on such Match will be settled by using the statistics that existed in the Match as of the last instance of play when the Match was Interrupted. For friendly Matches only, if the Match starts, is then Interrupted before 70 minutes of regulation Match time have been played, and such Match does not Conclude on the same calendar day of the Game’s start date (local stadium time) that was officially scheduled at the time the bet was accepted by DraftKings, such bets on that Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Match at the time the bet was accepted by DraftKings, the first officially scheduled start date for the Match announced by the Game’s official governing body will be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Bets on Matches that have Concluded in a Competition will not be re-settled if a team is subsequently disqualified, withdraws from, or is otherwise no longer competing in the Competition.

General Soccer Settlement Rules

- Except for *Extra Time Markets* and *Futures Markets*, bets are settled based on the statistics at the end of regulation Game time (including injury and stoppage time), and any statistics from extra time are not included for settlement purposes.
- Except for *Penalty Shootout Markets*, statistics from any shootout are not included for settlement purposes.
- For *Player Prop Markets*, bets will not be voided solely because a player first Participates in a Game as a substitute player instead of a starter.
- For *Cards Markets*, only cards shown to players playing in the Game count for settlement purposes, and no other cards to other individuals, including, but not limited to, managers, coaches, substituted out players, and players on the bench will count as a card for settlement purposes. Any card shown after the full-time whistle has been blown will not count for settlement purposes. Both yellow and red cards count for settlement purposes.
- For markets with multiple winning Selections (for example only, Team To Reach the Last 32), bets on a Selection will not be voided solely because a non-listed player, team, or country is

a winner in the applicable Event but cannot be listed as a Selection due to regulatory restrictions or requirements.

Market Specific Soccer Settlement Rules

- *Player Prop Markets*
 - *1st Goalscorer, Last Goalscorer, Anytime Goalscorer, and Next Goalscorer Markets* – Own goals do not count as a goal scored for settlement purposes, and if an own goal is scored, the next non-own goal scored in the Event, if any, will be considered the 1st or next goal scored, as applicable, for settlement purposes. If an own goal is the last goal scored of the Event, the last non-own goal scored, if any, will be considered the last goal of the Event for settlement purposes. If only own goals are scored in an Event, then bets on the “No Goal” Selection will be settled as won, and bets on all other Selections will be settled as lost.
 - *Player Cards Markets* – Predict which player will be carded either with a yellow card or with a red card during the applicable Event.
 - *Player Prop Markets* will be settled using the following definitions:
 - “Shot on Target” means a deliberate attempt to score that is on target and includes all goals being scored and shots on target saved by the goalkeeper. It also includes shots on target that are blocked by a last line defending player, preventing the ball from entering the goal.
 - “Shot Off Target” means a deliberate attempt to score that misses the target, without contact from a player diverting the ball from on target to off target. A shot hitting the frame of the goal is classified as a Shot Off Target unless the ball subsequently enters the net. A blocked shot is not classified as a Shot Off Target.
 - “Body Part for Goals/Shots” means attributing a goal or shot event to the following four body parts: right foot, left foot, head, or other. Foot includes any connection with the leg.
 - “Location for Goals/Shots” means the position of the ball when the shot is taken (*i.e.*, shot origin). Any shot originating on a line will be settled as inside that area. For example only, a shot on the 18-yard line will count as being inside the 18-yard line.
 - “Goal Assist” means the final touch from a teammate, which leads to the recipient of the ball scoring a goal. If the assist is deflected by an opposition player, it must be deemed as travelling to the goal-scorer irrespective of the deflection. For an own goal, direct free kick goal, and direct corner goal, a Goal Assist will not be awarded for settlement purposes. A Goal Assist will not be awarded for penalties for settlement purposes, unless the penalty taker chooses to pass the ball for another player to score.

- “Tackle” means a player connects with the ball in a legal, ground level challenge and successfully takes the ball away from the opposition player. The tackled player must be in controlled possession of the ball to be Tackled by an opposition player. A “Tackle Won” is when the tackler or one of their teammates regains possession because of the challenge, or that the ball goes out of play and is safe. A “Tackle Lost” is when a Tackle is made but the ball goes to an opposition player. Both are categorized as Tackles for settlement purposes, but the outcome of the Tackle (won or lost) is different based on where the ball goes after the Tackle.
- “Foul Conceded” means any infringement penalized as foul play by a referee that results in a free-kick or penalty event. Offsides are not given as a Foul Conceded for settlement purposes. Incidents where a match official has played advantage and subsequently cautioned a player do not contribute towards the total foul count for the player or team for settlement purposes. In a Foul Conceded scenario, a free-kick or penalty event must occur for a foul to be awarded for settlement purposes. Collection of the foul event is settled only on the referee awarding a free-kick or penalty and not the taking of either.
- “Foul Won” shall mean when a player wins a free kick or penalty for their team after being fouled by an opposing player. Collection of the foul action is settled only on the referee awarding a free-kick or penalty and not the taking of either. There are no Fouls Won for a handball, dive, back pass, illegal restart, dissent, goalkeeper 6-second violation, or obstruction where a free kick is conceded.
- “Offside” means an action attributed to the player deemed to be in an offside position when a free kick is awarded. If two or more players are in an Offside position when the ball is played, the player considered to be most actively involved is given Offside for settlement purposes.
- “Save” means a goalkeeper prevented the ball from entering the goal with any part of their body when (i) facing an intentional attempt from an opposition player or (ii) an unintentional or misplaced efforts on target from a goalkeeper’s own teammates that was not a routine collection of the ball. If after a goalkeeper’s intervention, a more prominent defensive action from a teammate prevents the ball from entering the goal, this will be categorized as a block for the teammate for settlement purposes, not a Save for the goalkeeper. If the ball goes behind the goal because of a goalkeeper intervention, the match officials must award a corner for it to be recognized as a Save.

- *Futures Markets*
 - *Season Long Futures Markets* – Point deductions incurred or point deductions that have been reversed or reduced, in each case, prior to the applicable season ending will apply to the settlement of bets, but any deductions, reversals, or reductions after the season has Concluded will not apply to the settlement of bets.
 - *Winner Markets* – The league’s final table positions at the end of the applicable season will be used for settlement purposes, unless a playoff is used to determine the winner of the season. If a playoff is used to determine the winner of the applicable season, the winner of the playoff will be the winner for settlement purposes.
 - *Promotion and Relegation Markets* – Bets are settled on the league’s final table positions at the end of the applicable season, unless a playoff is used to determine the final table positions. If a playoff is used to determine the final table position, these markets will be settled including the playoff results. For *Relegation Markets*, if a team is removed from the league before the season has started, bets on such team will be voided.
 - *Season Over/Under Points Markets* – If a team does not play all of its Matches in the applicable season, as scheduled at the time the bet was accepted by DraftKings, such bets on that team will be voided unless settlement is already Unconditionally Determined. If the number of Matches for the applicable season was not officially announced or scheduled at the time the bet was accepted by DraftKings, the number of Matches for the applicable season first announced or scheduled by the season’s official governing body shall be deemed the official number of Matches for the applicable season at the time the bet was accepted by DraftKings for purposes of this rule.
 - *Season Team Head-to-Head and Tournament Team Head-to-Head Markets* – If one or more of the Selections offered at the time DraftKings accepts the bet does not Participate in the applicable season or Competition, bets will be voided.
 - *Team Goalscorer Markets* – Predict which player of a certain team will score the most goals in a league’s season or Competition. If two or more players score the same number of goals in the applicable league’s season or Competition, Dead Heat Reduction rules apply.
 - *Top Goalscorer Markets* – If a player is transferred to a different club within the same league, goals scored prior to the transfer will be counted for settlement purposes. If a player is transferred to a club in another league, goals scored prior to the transfer will not count as goals scored in the player’s new league for settlement purposes. If two or more players score the most goals during the time period of play specified for the bet (for example only, season), Dead Heat Reduction rules apply. Bets will not be voided solely

because a player transfers to a different club (within or outside their current league). Own goals will not count as a goal scored for settlement purposes, and only goals scored in the league stated in the bet will be counted for settlement purposes. For example only, for *Premier League Top Goalscorer Markets*, goals scored in non-Premier League Games will not count for settlement purposes. Goals scored in end of season playoff Games are not counted as goals scored for settlement purposes.

- *To Qualify and To Win the Cup Markets* – Bets on the Selection that advances to the next round or wins the Competition are settled as won.
- *Group Winner, Group Qualify, Group Forecast, and Group Points Markets* – Final group standings will be used for settlement purposes.
- *Tournament Total Markets* – Bets are settled based on the number of times the outcome or statistic specified for the bet happens during a tournament. Penalty kick shootout statistics do not count for settlement purposes. Offsides subsequently overturned by video assistance referee (VAR) will not count as offsides for settlement purposes.
- *Any Player to Score in Every Match Markets* – If any player scores in every stage of the Competition, including all group Matches, bets on the Selection “Yes” will settle as won. If there is a Match to determine the 3rd place winner of the Competition, such 3rd place Match is a stage of the Competition for settlement purposes.
- *Extra Time Markets* – All bets are settled on the official statistics for the extra time period only. Any statistics (for example only, goals, corners) that were taken or scored during regulation Match time do not count towards the extra time period for settlement purposes. Extra time does not include a penalty shootout for settlement purposes. If the applicable Match does not go to extra time, all bets for the applicable extra time market are voided.
- *Transfer Specials Markets*
 - *Player to Play for X on Y Date Markets* – The club a player plays for includes any loan deals for settlement purposes. If the player bet on plays for a club that is not a Selection at the time the bet is accepted by DraftKings, bets on all Selections will be settled as lost.
 - *Next Manager Markets* – The next permanent manager of the club or country, as officially announced by the relevant official governing body, will be used for settlement purposes. Caretaker bosses and interim managers do not count as a permanent manager of a club or country for settlement purposes.

- *Penalty Shootout Markets* – Bets are settled only on results of valid kicks taken during the penalty shootout. If a kick is invalid and needs to be retaken, the result from the invalid kick will not be used for settlement purposes, and the next valid kick taken during the penalty shootout will be used for settlement purposes.
- *Double Chance Half Period Markets* – Bets are settled according to only the statistics of the half of the Match specified for the bet. For example only, a bet on a *Double Chance 1st Half Market* will be settled only according to the statistics of the 1st half of the Match.
- *Moneyline Rest of The Match Markets* – Any statistics that occurred in the Match prior to the time the bet is accepted by DraftKings will not be included for settlement purposes.
- *Corner Markets* – Only corners taken within the time period of play specified for the bet will be counted for settlement purposes. Any corners awarded but not taken during the time period of play stated for the bet (for example only, for *1st Half Corner Markets*, there is a corner awarded in the 1st half, but before the corner is taken, the referee signals the end of the 1st half) will not count as a corner for settlement purposes. If a corner needs to be retaken for any reason, the corner will only count as one corner for settlement purposes.
- *Asian Handicap and Over Under Corners Markets* – If there is a tie after the handicap has been applied, bets will be settled as Push.
- *Cards Markets* – Except for *Player Cards Markets*, bets are settled by the number and color of cards shown to each or both teams, as applicable; a yellow card counts as one point, and a red card counts as two points for settlement purposes. If a player receives two yellow cards, resulting in a red card, no points are counted for the 2nd yellow card for settlement purposes (i.e., a player will be counted as receiving one yellow card and one red card). The maximum number of points a player can accumulate during a Match for settlement purposes is three.
- *1st Card and Last Card Markets* – If players from both teams are booked for the same incident in which the 1st or last card is received, bets on both teams will be voided.
- *Score a Penalty and Miss a Penalty Markets* – Penalty kicks during a penalty shootout after extra time are not considered penalty kicks for settlement purposes. Penalties that were canceled by the referee will not be counted for settlement purposes. If no valid penalty kick is taken, bets will be settled as lost.
- *Team X Penalty Prop Markets* – If the penalty is scored or missed in a way that was not offered as a Selection for the bet at the time the bet was accepted by DraftKings, bets will be settled as lost.

Softball

Schedule and Format Changes

Except for *Futures Markets*, *Pre-Match Moneyline Markets*, and Games where a mercy rule call is made, if a Game starts, is then Interrupted, and such Game does not, or will not, reach its intended, natural, or normal end within 24 hours from the Game's last instance of play, bets for such Game will be voided unless settlement is already Unconditionally Determined.

Except for *Futures Markets*, *Pre-Match Moneyline Markets*, and Games where a mercy rule call is made, bets on a Game will be voided if the Game does not go at least seven full innings, or 6.5 innings should the home team be leading at the commencement of the bottom of the 7th inning, in each case, unless settlement is already Unconditionally Determined.

For *Pre-Match Moneyline Markets*, except for a mercy rule call, if a Game does not go at least five full innings, or 4.5 innings should the home team be leading at the commencement of the bottom of the 5th inning, all bets on *Pre-Match Moneyline Markets* for such Game will be voided (regardless of a winner for such Game being declared, a team in the Game advancing to the next stage of the Competition, or a team in the Game being declared the champion).

General Softball Settlement Rules

- Bets on a Game will not be voided solely because of a change in the starting pitcher(s) for the Game.
- The statistics at the time of the relevant league's mercy rule call will be used for settlement purposes for all non-Live bets. Live bets placed on *Moneyline Markets* for a Game that ends due to a mercy rule call will be voided, and all other Live bets placed on a Game that ends due to a mercy rule call will be voided unless settlement is already Unconditionally Determined. If there is a mercy rule call in a Game, any rules within these Softball Sport Rules that require a minimum number of innings for the Game shall not apply to such Game.

Market Specific Softball Settlement Rules

- *Futures Markets* – Bets will not be voided solely because the Selection bet on does not Participate in the Event.

Surfing

Participation

Participation shall mean entering the water once the Event has started.

Schedule and Format Changes

If the Event is not Concluded within the league's official waiting period, bets on such Event will be voided unless settlement is already Unconditionally Determined.

Bets will not be voided solely due to a venue change.

Market Specific Surfing Settlement Rules

- *Head-2-Head and Heat Winner Markets* – If any of the Selections offered for the bet at the time the bet was accepted by DraftKings do not Participate in the Event, the bet will be voided.

Swimming

Participation

Participation shall mean taking to the starting line in the Event and/or in any qualification rounds or prior rounds related to the Event. Bets will not be voided solely due to a swimmer or team being disqualified from the Event, including, but not limited to, as a result of a false start.

Table Tennis

For the purposes of these Table Tennis Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Participation

Participation shall mean Concluding at least one point in the Event.

Schedule and Format Changes

Except for bets on *Futures Markets*, if a Match has started, is then Interrupted, and the Match does not reach its intended, natural, or normal end on the same day (local time) the Match started on, bets on *Moneyline Markets* for such full Match will be voided (regardless of a winner for such Match being declared or a participant or team in the Match advancing to the next stage of the Competition) and all other bets on such Match will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled start date for the Event at the time the bet was accepted by DraftKings, the first official start date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled start date at the time the bet was accepted by DraftKings for purposes of this paragraph.

General Table Tennis Settlement Rules

- For the Tournaments Champions League, Champions League Women, Europe Cup, Europe Cup Women, Europe Trophy, and Europe Trophy Women, if the match reaches 2-2 games, a 5th game is played to six points. If the score is 5-5 points in a 5th game, the next point will determine the winner of the Match.

Market Specific Table Tennis Settlement Rules

- *Game - Winner, Point Winner, Game - Total Points, Game - Race to X Points, Game Odd/Even, and Game – Point Spread Markets* – If the point or game bet on is awarded by the umpire as a penalty, bets on such point or game will be voided unless settlement is already Unconditionally Determined.

Tennis

For the purposes of these Tennis Sport Rules, any reference to “Match” shall mean “Game” (as defined in the General Rules).

Schedule and Format Changes

Except for *Futures Markets*, if a Match that is part of a Competition starts and is then Interrupted, bets on such Match will be voided if the Match does not reach its intended, natural, or normal end within the same Competition, unless settlement is already Unconditionally Determined.

For bets on a *Futures Market*, if the Event is not Concluded within 30 calendar days (eastern prevailing time due to the location of DraftKings’ headquarters) from the Event’s completion date that was officially scheduled at the time the bet was accepted by DraftKings, such bet on a *Futures Markets* for that Event will be voided unless settlement is already Unconditionally Determined. If there was no officially scheduled completion date for the Event at the time the bet was accepted by DraftKings, the 1st official completion date for the Event announced by the Event’s official governing body shall be deemed the officially scheduled completion date at the time the bet was accepted by DraftKings for purposes of this paragraph.

Unless otherwise stated in these Tennis Sport Rules, if a Match starts but does not reach its intended, natural, or normal end (for example only, it ends by way of retirement, disqualification, forfeiture, or withdrawal), bets on such Match will be voided unless settlement is already Unconditionally Determined.

General Tennis Settlement Rules

- Bets will not be voided solely because of a change from indoor court to outdoor court, or vice versa, or due to any change of court surface.
- A “Walkover” occurs when a player or team automatically advances to the next round or Match or becomes the champion in the case of a final, before the Match starts as a result of their opponent not Participating or receiving a code of conduct penalty. If a player or team is given a Walkover in a Match, all bets placed on that Match will be voided.
- The terms "Break" and "Broken" refer to a player or team losing a full-service game when they are the server. The loss of serve in a tie break does not count as a Break or a player or team being Broken for settlement purposes.
- For a Match involving a “10 Point” tiebreak, any bets that are placed on a period of play of the Match that does not occur will be voided. For example only, if a three set Match is reduced to a two set Match with a 10-point tiebreak, all bets on the 3rd set of that Match will be voided.

Market Specific Tennis Settlement Rules

- *Futures Markets*
 - Bets for a specific player or team (for example only, *Stage of Elimination* or *Name the Finalists Markets*) will be voided if the player or team bet on does not Participate in at least one point in the Competition.
 - *Not to Win, Stage of Elimination, and Player to Reach Round or Further Markets* – If a Selection retires, is disqualified, forfeits, withdraws, or will no longer Participate in the Event, all bets placed on such Selection after information is publicly announced about such retirement, disqualification, forfeiture, withdrawal, or non-Participation will be voided.
 - *Tournament Total Tie Breaks and Tournament Total Matches to Go to 5 Sets Markets* – If at least one point is played in a tie break, that tie break will be considered a full tie break for settlement purposes. If at least one point is played in the 5th set of a Match, that Match will be considered a 5 set Match for settlement purposes.
 - *Total Games in Round and Match with Least Games Markets* – If at least one of the Matches applicable to the bet does not reach its intended, natural, or normal end, bets will be voided.
 - *End of Year and End of Season Markets* – Bets will be settled using statistics from the official governing body on December 1st of the year specified for the bet. For Matches in Association of Tennis Professionals (“**ATP**”), Women’s Tennis Association (“**WTA**”), and Grand Slam sanctioned tournaments, only statistics from official ATP, WTA, and Grand Slam sanctioned tournaments count for settlement purposes.
- *Total Sets Markets*
 - A super tie breaker is considered as one set for settlement purposes.
 - *Total Sets in a Match Markets* – If the Match bet on starts and does not reach its intended, natural, or normal end, bets on such Match will be voided unless settlement is already Unconditionally Determined.
 - *Total Sets (3-Way) Markets (Best of 5 Sets Match Format)* – If the Match bet on starts and does not reach its intended, natural, or normal end, bets on such Match will be settled according to the following:

- If the “3 sets” Selection is bet on and the last point in the Match was played in sets one or two, bets on the “3 sets” Selection will be voided.
 - If the “3 sets” Selection is bet on and the last point in the Match was played in set three, bets on the “3 sets” Selection will be settled as won.
 - If the “3 sets” Selection is bet on and the last point in the Match was played in sets four or five, bets on the “3 sets” Selection will be settled as lost.
 - If the “4 sets” Selection is bet on and the last point in the Match was played in sets one, two, or three, bets on the “4 sets” Selection will be voided.
 - If the “4 sets” Selection is bet on and the last point in the Match was played in set four, bets on the “4 sets” Selection will be settled as won.
 - If the “4 sets” Selection is bet on and the last point in the Match was played in set five, bets on the “4 sets” Selection will be settled as lost.
 - If the “5 sets” Selection is bet on and the last point in the Match was played in sets one, two, three, or four, bets on the “5 sets” Selection will be voided.
 - If the “5 sets” selection is bet on and the last point was played in set five, bets on the “5 sets” selection will be settled as won.
- *Match Moneyline Markets* – In a Grand Slam, ATP, WTA, Challenger Tour, Davis Cup, Fed Cup, United Cup, or Olympic Match where at least one point has been completed but the Match does not reach its normal, natural, or intended end, bets on the player or team declared the winner of the Match by the Match’s official governing body, the player or team in the Match progressing to the next round of the Competition, or the player or team in the Match declared the champion in the case of the Match being a final, will be settled as won, and bets placed on all other Selections will be voided. In a Grand Slam, ATP, WTA, Challenger Tour, Davis Cup, Fed Cup, United Cup, or Olympic Match, if at least one point has not been completed, bets on such Match will be voided. For all Matches other than Grand Slam, ATP, WTA, Challenger Tour, Davis Cup, Fed Cup, United Cup, or Olympic Matches (for example only, ITF Matches), if the Match starts and does not reach its normal, natural, or intended end bets on such Match will be voided. Bets will be voided if they are placed after the last completed point of that Match.
 - *Games and Set Spread Markets* – If a Match does not reach its intended, natural, or normal end, bets on such Match will be voided unless one set in that Match has reached its intended,

natural, or normal end and settlement is already Unconditionally Determined. For example only, in a three set Match where the Match is Interrupted with a set one score of 6-3 in favor of Player A and a 4-2 score in set two in favor of Player A, and such Match is not resumed, Player B could not possibly win the Match by six or more games, and therefore, all bets on game spread lines for +5.5 games and above for Player A (i.e., +6.5 and +7.5) are Unconditionally Determined.

- *Total Games Markets* – If a Match does not reach its intended, natural, or normal end, bets on such Match for this market will be voided unless settlement is already Unconditionally Determined. For this market, settlement of a bet is Unconditionally Determined if the total number of games played in the Match combined with the minimum number of additional games required to complete the Match is over the total number of games bet on. For example only, in a three set Match with a score of 6-3 in set 1 and a score of 4-2 in set 2, the minimum number of games the Match could be completed in is 17, which means bets on over 16.5 games would be settled as won and bets on under 16.5 games would be settled as lost. Forfeited points and games will count for settlement purposes, and tie breakers and super tie breakers are each considered as one game for settlement purposes.
- *Point Winner, Game Winner, Game Correct Score, Game Total Points, and Game to Deuce Markets* – If the point is awarded by the umpire as a penalty, bets on such point will be voided, and if the game is awarded by the umpire as a penalty, bets on such game will be voided unless settlement is already Unconditionally Determined.
- *Specific Point Markets*
 - *X Point Serve Outcome Markets* – Bets will be voided if (i) the point is awarded by the umpire as a penalty; or (ii) a game or Match win is awarded by the umpire as a penalty.
 - *X Point Total Non-Error Shots Markets* – Bets are settled based on the total number of non-error shots in a rally. If the last shot in the rally is an error or a double fault serve, such shot doesn't count towards settlement of the shot total for this market. An error shall mean a ball that lands in the net or lands out of bounds following a shot for settlement purposes.
 - *X Point Outcome Markets* – Bets on the Selection "Winner" will be settled as won when a player wins a point with a shot the opponent doesn't touch or only nicks the ball. A "nick" for settlement purposes shall mean a touch of the ball with the racket but the ball's trajectory is not materially changed by the touch. Bets on the Selection "error" will be settled as won if the ball gets into the net or out of bounds after a shot. A touch of the ball that is not a nick and lands in the net or out of bounds will be deemed an error for settlement purposes.

- *X Point Last Stroke Markets* – A smash will be settled as a volley.
- *1st Outcome Markets* (for example only, *1st Player to Break Serve*) – If the Match starts but the outcome bet on (for example only, a Break occurring in the Match for a *1st Player to Break Serve Market*) does not occur, bets will be settled as lost. For example only, a bet on a *1st Player to Break Serve Market* will be settled as lost if the Match bet on ends without a Break.
- *Most Statistic Markets* (for example only, *Player with Most Aces*) – If “Draw” or “Tie” is not offered as a Selection at the time the bet was accepted by DraftKings and two or more Selections tie for the most of the applicable statistic, bets on such Selections will be settled as lost. For example only, a bet on Player A to have the most aces in a Match will settle as lost if both Player A and Player B have five aces in the Match and “tie” was not offered as a Selection at the time the bet was accepted by DraftKings.
- *1st Set Markets* – If the 1st set of a Match starts, but the 1st set of that Match does not reach its intended, natural, or normal end for any reason, including, but not limited to, a player or team in the Match retiring, withdrawing, forfeiting, or being disqualified from the Match during the 1st set, bets on such 1st set will be voided unless settlement is already Unconditionally Determined.
- *Player Total Games Won Markets* – Bets are settled based on the number of games won by the specified player or team. If a Match does not reach its intended, natural, or normal end for any reason, including, but not limited to, a player or team in the Match retiring, withdrawing, forfeiting, or being disqualified from the Match, bets will only be settled if the outcome is already Unconditionally Determined at the time of stoppage. If the outcome is not yet Unconditionally Determined, all bets will be voided. For example only, a bet on “Under” 12.5 player total games won would be settled as lost if a Match is stopped with 13 or more games already won (for example only, 6-4, 4-6, 3-3). However, if fewer than 12.5 games have been won by the selected player at the time of stoppage (for example only, 6-3), the bet would be voided, as the outcome has not yet been Unconditionally Determined.
- *Total Tie Break Markets* – A super tie break is not considered as a tie break for settlement purposes.
- *Final Set Tie Break Markets* – The “final set” for settlement purposes refers to the 3rd set in a best of three sets Match format and the 5th set in a best of five sets Match format.

Volleyball

Schedule and Format Changes

Except for bets on *Futures Markets*, if a Game has started, is then Interrupted, and the Game does not reach its intended, natural, or normal end on the same day (local time) the Game started on, bets on *Moneyline Markets* and *Point Spread Markets* for such full Game will be voided (regardless of a winner for such Game being declared or a participant or team in the Game advancing to the next stage of the Competition) and all other bets on such Game will be voided unless settlement is already Unconditionally Determined.

If a Game's format changes (for example only, the number of sets being played in the Game is reduced from a best of five sets format to a best of three sets format), from what was officially announced or scheduled at the time the bet was accepted by DraftKings, bets on that Event will be voided unless settlement is already Unconditionally Determined. If no official format for the Event was announced or scheduled at the time the bet was accepted by DraftKings, the format first announced or scheduled by the Event's official governing body shall be deemed the Event's official format at the time the bet was accepted by DraftKings for purposes of this paragraph. If no such announcement or schedule regarding the Event's format is made by the Event's official governing body, the format customarily used in the previous three iterations of the Event will be deemed the officially announced or scheduled format for the Event at the time the bet was accepted by DraftKings for purposes of this paragraph.

Market Specific Volleyball Settlement Rules

- *Match Markets* (for example only, *Moneyline Markets*, *Point Spread Markets*, *1st Set Winner Markets*) – Golden sets do not count towards settlement.
- *Team to Advance*, *Team to Qualify*, *Tournament Total(s)*, and *Futures Markets* – Statistics from golden sets do count for settlement purposes.

Winter Sports

These winter sports sport rules apply only to cross-country skiing, biathlon, ski jumping, bobsleigh, figure skating, freestyle skiing, luge, nordic combined, short track speedskating, skeleton, snowboarding, speed skating, and alpine skiing.

Participation

Participation shall mean taking to the starting gate or starting line for an Event.

General Winter Sports Settlement Rules

- If two or more countries, teams, or athletes share the applicable finishing position, and draw is not listed as a Selection for the bet, Dead Heat Reduction rules apply, except for *To Win a Medal Markets* where multiple medals are awarded for the same position, in which case bets on all countries, teams, or athletes awarded a medal will be settled as won.

