

# TERMS OF SERVICE 2025

## PrizePicks™ Terms of Service

Effective Date: January 7, 2025

Links to previous four versions:

<http://www.prizepicks.com/help-center/TOS-October-2024>

<http://www.prizepicks.com/help-center/TOS-August-2024>

<http://www.prizepicks.com/help-center/TOS-May-2024>

<http://www.prizepicks.com/help-center/TOS-2023>

**IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY, THEY CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVERS THAT AFFECT YOUR LEGAL RIGHTS AND REMEDIES AS DETAILED IN SECTION 23 TITLED “DISPUTE RESOLUTION, ARBITRATION AND CLASS ACTION WAIVER” AND SECTION 24 TITLED “NO COLLECTIVE RECOVERY”.**

THESE TERMS ALSO INCLUDE A LIMITATION OF PRIZEPICKS’ LIABILITY TO A MAXIMUM OF \$250 (SEE SECTION 22) AND A LIMITATION OF YOUR TIME TO FILE ANY CLAIMS TO A MAXIMUM OF ONE YEAR (SEE SECTION 28). IT IS YOUR RIGHT TO CONSULT WITH AN ATTORNEY OR OTHER ADVISOR PRIOR TO ACCEPTING THE TERMS AND PARTICIPATING IN ANY OF OUR CONTESTS. WE STRONGLY ENCOURAGE YOU TO DO SO BEFORE PROCEEDING.

Welcome to PrizePicks! PrizePicks is a fantasy sports platform that offers skill-based contests where you can put your skills and knowledge to the test for an opportunity to win pre-determined cash prizes (the “**Contest**”). Each fantasy contest lineup consists of a roster of athletes or players that accumulate statistics on behalf of your team to help you win your Contest. There is a range of different Contest types and lineup sizes you can choose to play; different Contests and lineup sizes correspond to different predetermined payouts. Before using PrizePicks, please take some time to carefully read our Terms of Service below (“**Terms**”). Our Member Code of Conduct (“**Code of Conduct**”) is attached as Exhibit A to these Terms, and our Privacy Policy

(“**Privacy Policy**”) is located at <https://www.PrizePicks.com/privacy-policy>; both of these documents are expressly incorporated into these Terms and you are agreeing to them by acknowledging your receipt and acceptance of the Terms and the other documents described in this paragraph.

While some additional definitions are provided below, the following words are used throughout the Terms. When we say “PrizePicks,” “we,” “us,” “our,” and/or “Company,” we mean SidePrize LLC d/b/a PrizePicks, a Georgia limited liability company, collectively with its parents, subsidiaries (including Performance Predictions LLC, a Georgia limited liability company), affiliates, agents, representatives, consultants, employees, officers, and directors. When we say “Site” we mean [www.PrizePicks.com](https://www.PrizePicks.com) and any area available through that website or the App. When we say “App,” we mean the PrizePicks mobile application. When we say “Services,” we mean the fantasy sports services offered by PrizePicks, including any new features and applications, as well as the Site and App. When we say “User(s)” or “you,” we mean you, the user agreeing to these Terms.

## 1. Acceptance of Terms.

By downloading the App, using the Site, using the Services, creating an Account, or clicking the “agree” button on the Site or App’s sign up page, you (a) acknowledge that you have read and understood the Terms; (b) represent that you are of legal age to enter into a binding agreement; (c) accept the Terms and agree that you are irrevocably, legally bound by them; (d) agree to be irrevocably bound by The PrizePicks Privacy Policy, PrizePicks Full Rules, individual Contest rules, the PrizePicks Member Code of Conduct, and all other operating rules, game rules, policies, and procedures that may be published on the Site by PrizePicks, which are expressly incorporated herein by reference; (e) agree, subject to opting out, to resolve all disputes in accordance with Section 23 of the Terms through binding arbitration (as described in that Section 23), except as that Section 23 allows for some claims to be resolved through small claims court or are excepted from arbitration; and (f) agree to the limitation of PrizePicks’ liability in accordance with Section 22, and a limitation on your time to raise disputes against PrizePicks in accordance with Sections 23 and 28. If you do not agree to these requirements, do not use the Services, deactivate your Account, and delete the App from your devices.

In addition, some Services may be subject to additional terms and conditions adopted by PrizePicks. Your use of those Services means you agree to be subject to those additional terms and conditions, which are herein incorporated into these Terms by reference.

## 2. Modification to Terms and Code of Conduct.

PrizePicks reserves the right, at its sole and unlimited discretion, to modify or replace the Terms or Code of Conduct at any time. The most current version of these Terms and Code of Conduct will be available via the Site and App.

Revised Terms apply except in previously pending arbitration or litigation validly filed. For arbitration or litigation to be considered validly filed, you must have completed the informal dispute resolution process outlined in Section 23.1 of these Terms and paid all filing fees for which you are responsible before the date on which we posted the current version of the Terms. In addition, you will be deemed to have accepted any amendment to our Terms so long as you maintain an active Account or maintain deposited funds in your Account for seven days after amended Terms are posted. Ongoing Contests (as further defined below) shall be subject to the version of the Terms that is in effect at the start of the Contest. Further, all actions and matters related to fraud, misrepresentation, cheating, theft, or other conduct that PrizePicks, in its sole and unlimited discretion, deems to be improper, shall be governed by the most recent version of these Terms.

It is your responsibility to check the Terms and Code of Conduct regularly for changes; you shall be responsible for reviewing and becoming familiar with changes to the Terms and Code of Conduct. Use of the Services, including but not limited to logging into your Account or otherwise accessing the App or Site in any capacity other than for the exclusive purpose of reviewing these Terms or the Code of Conduct, by you after any modification(s) or revision(s) to the Terms constitutes your acceptance of the modified or revised Terms or Code of Conduct in full.

PrizePicks reserves the right to modify, suspend, or discontinue the Services, including, but not limited to, the availability of any text, graphics, sounds, files, software or other information found on the Site and App (collectively, "**Content**"), feature, or database, whether temporarily or permanently, at any time for any reason. You agree that PrizePicks shall not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services. PrizePicks may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

### 3. License Grant.

Subject to the terms of these Terms, PrizePicks grants you a limited, nonexclusive, and nontransferable license to:

- (a) download, install, and use the App for your personal, noncommercial use on handheld and mobile devices owned or otherwise controlled by you (collectively, "**Device**") strictly in accordance with the App's documentation; and
- (b) access, stream, download, and use on such Device, the Services made available in or otherwise accessible through the Site or App, strictly in accordance with the Terms.

### 4. Reservation of Rights.

You acknowledge and agree that the Services are provided under license as described in the Terms, and not sold, to you. You do not acquire any ownership interest in the Services under the Terms, or any other rights thereto other than to use the Services in

accordance with the license granted, subject to all terms, conditions, and restrictions under the Terms. You may not (a) modify the Content or use the Content or Services for any commercial purpose or any public display, performance, sale or rental; (b) decompile, reverse engineer, or disassemble software Content except and only to the extent permitted by applicable law; (c) remove any copyright or other proprietary notices from the Content; or (d) transfer the Content to another person. PrizePicks and its licensors and service providers reserve and retain their entire right, title, and interest in and to the Content and Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in the Terms. PrizePicks shall have the right to assert and enforce the provisions of this Section 4 directly on its own behalf or on behalf of any relevant third-party.

PrizePicks may terminate this license at any time if you are in breach of these Terms. Upon termination, you agree to immediately destroy any copies of the Content in your possession.

## 5. PrizePicks Account.

You may view Content on the Site or App without registering for an Account, but as a condition of using certain aspects of the Services, including entering Contests, Depositing (as defined below) and withdrawing funds or redeeming promo or bonus funds, you are required to create a PrizePicks account (“**Account**”). As of the Effective Date, Users must be at least 18, 19, or 21 years of age to open an Account, depending on the User’s Eligible Jurisdiction (as further defined below) of residence. It is your sole and ultimate responsibility as the User to provide honest and accurate information regarding your age and birthdate, and to know the minimum age to participate in Contests for the Eligible Jurisdiction in which you are located at any given time. See Section 6.1 of these Terms for more information about age eligibility.

To sign up for an Account, you must submit a username, password, mailing address, phone number, driver’s license, date of birth, and social security number. You must provide accurate, complete, and updated registration information, identification details, and any other personal identifying information and/or form of authentication that PrizePicks may, in its sole and unlimited discretion, request, including, but not limited to, personal identifying, financial or banking information necessary for the purposes of: tax reporting, third party or regulatory audits, reports to any law enforcement or other governmental or quasi-governmental agency or otherwise to assist PrizePicks in the performance of its duties and obligations. To enter Contests that require an entry fee you will first need to deposit funds into your Account (“**Deposit**” or “**Depositing**”). In order to Deposit, you may be required to submit your billing information as well as additional personal, financial or baking information. If your Account information changes, then you must provide us with accurate and complete information.

You may not use a username that promotes a commercial venture or a username that PrizePicks, in its sole discretion, deems offensive or otherwise a violation of the Terms

or Code of Conduct. PrizePicks may require you to change your username or may unilaterally change your username.

PrizePicks may place limits on your account for legal, regulatory, responsible gaming, or other relevant purposes. These limits may include deposit limits (as described in Section 9 of these Terms) and entry limits. Limits will be set in PrizePicks' sole discretion and are subject to change.

### 5.1 Account Misuse, MultiAccounting, Account Sharing

You agree that the sole and specific purpose of creating an Account on PrizePicks is to participate in Contests. PrizePicks shall be entitled to suspend, limit, deactivate or terminate your Account, if we determine, in our sole discretion, that you are violating these Terms; violating or conspiring to violate any local, state or federal law or regulation; depositing funds without the intention of using them in Contests; violating, or causing PrizePicks to violate any agreement it has with any third party, including payment processors and other financial institutions; or otherwise abusing or misusing the Services in any way whatsoever. We may also report such activity to relevant authorities and/or third-parties (including, but not limited to, PrizePicks' vendors and partners, payment processors, banks, and credit card companies) and provide any and all of your personal, financial, banking or other information we possess or have access to.

Each User may establish only one (1) Account. Users may not "co-own" or share Accounts. Users may not use or in any way control another person's Account. Users shall not direct, control, control or otherwise use another User's Account in any manner whatsoever, including as a proxy for the User's own Account, to make Contest entries, or to evade any restrictions, limitations or suspensions placed on the User's own Account. Further, Users may not use, direct, or control any Account other than their own for any purpose, including, but not limited to avoiding Account limits, suspensions, responsible gaming related limitations, evading other Account restriction(s) whether self-imposed or imposed by PrizePicks, or abusing promotional or bonus offerings, such as referral bonuses, for which each Account is eligible. The Account misuses and duplications described in this Section 5 shall collectively be referred to as "MultiAccounting". MultiAccounting is a violation of these Terms and a violation of state law or regulation in many of the states in which PrizePicks operates. In the event that PrizePicks, in its sole and unlimited discretion, determines that you have committed MultiAccounting, then, in addition to any other rights that PrizePicks may have at law, equity or created herein, PrizePicks reserves the right to: (i) suspend or terminate any or all of your Accounts (and all other Accounts associated with the MultiAccounting); (ii) cancel any pending or in-progress entries made on the Accounts associated with the MultiAccounting; (iii) demand and/or seize all funds earned by you by participating in Contests during the time period of the MultiAccounting; (iv) terminate, withhold, or revoke the awarding of any prizes, including prizes that you have already withdrawn from your Account; (v) seize or remove all promotional balances, bonuses or free entries previously awarded to each Account(s); (vi) seize all real-money funds in the

Account(s) at issue or earned by the User(s) at issue during the course of MultiAccounting; and (vii) report you to any relevant authorities for violation of state laws and regulations.

## 5.2 Account Confidentiality

Please keep your username and password secure. You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer or other Device(s). You agree to accept full responsibility for all activities, charges, and damages that occur under your Account. It is a violation of these Terms to knowingly allow another person to use your Account to participate in a Contest. If you discover an unauthorized use of your Account, or other known Account-related security breach, you must report it to PrizePicks immediately. You agree that you are responsible for anything that happens through your Account until you close your Account or prove that your Account security was compromised due to no fault of your own. PrizePicks shall not be liable for any loss or damage arising from your failure to comply with this Section 5.2.

## 6. Eligibility for Contests.

Generally, you may access the Site and App in any state, territory, or jurisdiction. However, in order to enter Contests, you must be physically located within one of the states, territories, or jurisdictions in which PrizePicks operates and is made available for consumer play (collectively, "**Eligible Jurisdictions**," and each an "**Eligible Jurisdiction**"). A full list of Eligible Jurisdictions, which may be updated from time to time at PrizePicks' sole discretion, can be found at [www.PrizePicks.com](http://www.PrizePicks.com). "**Excluded Jurisdiction(s)**" shall mean the states, territories, and jurisdictions that are not Eligible Jurisdictions.

### 6.1 Age Restrictions

As of the Effective Date, you must be at least 18, 19, or 21 years of age, depending on the Eligible Jurisdiction in which you are present, to participate in Contests or win prizes offered through Contests. PrizePicks will set age restrictions for Eligible Jurisdictions at its sole discretion, based on law, regulation, regulatory directives and other relevant factors, and these restrictions are subject to change. PrizePicks shall advertise its current age restrictions in the legal disclosures in its marketing communications and shall endeavor for the advertised restrictions to be as up-to-date as possible. In no instance may a User enter a Contest or be eligible to win a prize offered if the User is less than the age PrizePicks has set for the Eligible Jurisdiction at issue at the time of the contest.

### 6.2 General Eligibility

By creating an Account, Depositing, claiming promo funds, or entering a Contest, you are representing and warranting that:

- you are 18, 19, or 21 years of age or older, depending on the rules for your local jurisdiction;
- you are a citizen or resident of Canada or the United States of America and you have an address in Canada or the United States of America;
- at the time of Deposit or Contest lineup submission, you are physically located in an Eligible Jurisdiction;
- you are not listed on any governmental list of prohibited, restricted or self-excluded individuals related to fantasy sports;
- you will abide at all times by these Terms, the Code of Conduct, and any other agreements between you and PrizePicks regarding your use of the Services or participation in Contests; and
- you are not subject to backup withholding tax because: (a) you are exempt from backup withholding, (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified you that you are no longer subject to backup withholding. You further agree and warrant that you will immediately notify PrizePicks prior to any payments if they become subject to backup withholding at any time.

If PrizePicks, in its sole discretion, determines that you do not meet the eligibility requirements of this Section 6, then you are not authorized to use the Service.

PrizePicks may require you to provide proof of eligibility according to this Section 6 prior to submitting a lineup, receiving a prize or withdrawing funds. This includes by requiring an affidavit of eligibility or other verification information.

If PrizePicks otherwise determines that you do not meet the eligibility requirements of this Section 6, in addition to any rights that PrizePicks may have in law or equity, PrizePicks reserves the right to terminate your Account, withhold or revoke the awarding of any prizes associated with your Account, limit your ability to withdraw funds or to work with your bank and other financial institutions and partners to clawback funds you previously withdrew from PrizePicks. PrizePicks also reserves the right to withhold revoked prizes to use in furtherance of its compliance, fraud prevention or anti-money laundering efforts.

We also may conduct investigations for compliance with the Terms or Code of Conduct, including anti-fraud and/or integrity checks on playing patterns and Deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. Subject to playthrough requirements explained in Section 9.6 of the Terms, as long as there are no pending investigations on your Account, you may close your Account and withdraw your Deposits and/or winnings at any time and for any reason.

## 7. Contests.

After you create an Account, you will be able to visit the Site or App and view the Contests available for selection. While some Contests may be free to enter, other Contests require an entry fee. All entry fees are fixed, known, and posted in advance of you submitting a lineup. It is your responsibility to know and understand the rules and required entry fees for any given Contest. Rules for Contests, which may be updated from time to time at PrizePicks' sole discretion, may be found at the applicable link on the daily "Board" on the Site or App. If the Rules for a Contest conflict with these Terms, the Rules for the Contest will control to the extent of the conflict. If the Rules for a Contest conflict with any general rules found in the Site and App Help Center ("Full Rules"), the Rules for the Contest will control to the extent of the conflict.

The following rules shall apply to all Contests unless otherwise specified in the Full Rules:

- (a) Each Contest shall have a unique identification number or other identifier.
- (b) Users may choose the amount of entry fee, with minimum and maximum entry fee amounts and/or a prescribed list of available entry fees applied to some Contests.

Please note that you must meet all eligibility requirements and otherwise comply with any other applicable rules to enter a Contest or be eligible to win a Prize. In particular, due to restrictions in certain states, territories, and/or jurisdictions, residents of the Excluded Jurisdictions are not eligible to participate in paid Contests. You grant PrizePicks the right to withhold Prizes if PrizePicks suspects that you failed to satisfy all eligibility requirements. If, following an investigation, PrizePicks determines that you are eligible to participate and receive Prizes, then PrizePicks will furnish your prize. Additionally, if PrizePicks discovers that you do not meet eligibility requirements after you have received your Prize and/or withdrawn from your Account the Prize funds, then PrizePicks may, as it solely deems appropriate, seize funds from your Account or request that your bank freeze the bank account to which the funds were deposited and return such funds to PrizePicks.

### 7.1 Full Rules

In instances where there may be a direct conflict between these Terms and the Full Rules, the Full Rules control to the extent of the conflict. See Section 7 above for other interactions between the Full Rules and these Terms.

### 7.2 Entry Fee

Entry fees vary from Contest to Contest. When you choose to enter a Contest and complete the lineup submission process, the requisite entry fee will be debited from your PrizePicks Account. All payments are final. No refunds will be issued.

### 7.3 Conditions for Entry

To be eligible to enter any Contest or receive any prize, you may be required to provide PrizePicks with additional documentation and/or information to verify your identity as the Account holder, and to provide proof that all eligibility requirements are met. In the event of a dispute regarding the identity of the person submitting a lineup, the lineup will be deemed submitted by the person named on the profile of the Account the lineup was submitted, or if possession of the Account itself is contested and, in PrizePicks' sole opinion, sufficiently uncertain, the name in which the email address on file was registered with the email service provider. PrizePicks reserves the right not to award a Prize to an individual it believes in its sole discretion did not submit a winning lineup.

PrizePicks Employees shall be eligible to enter private, employee-only contests not open to the public, to the extent allowed by applicable law. These are not considered Contests under the Terms.

By entering a Contest, you agree to be bound by the Terms, the Full Rules, and the Contest rules and scoring as administered by PrizePicks, which shall be final and binding in all respects. If you engage in conduct or otherwise use any information PrizePicks deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other entrants, PrizePicks at its sole discretion may disqualify you from a Contest, refuse to award benefits or Prizes, and/or require the return of any Prizes.

Except as otherwise provided herein, the following individuals are prohibited from entering a Contest:

- A PrizePicks employee ("Employee") or any domestic partner or relative of the Employee who resides at an Employee's residence, or otherwise in the same household as an Employee, including but not limited to parents, grandparents, in-laws, children, siblings, and spouses (an "Immediate Family Member") if the Contest is public or requires an entry fee;
- An employee or operator of any daily fantasy sports contest platform including any that charges entrance fees or offers prizes, and any Immediate Family Member of any such person;
- An individual who has had access to any pre-release, confidential information or other information that is not available to all other entrants of a Contest and that provides the entrant an advantage in such a Contest, including any information from another daily fantasy sports contest platform, or information from a sports governing body, team, league, player, official, union representative, or agent ("Insider Data");
- An employee of a sponsor, consultant, or supplier of PrizePicks or any other daily fantasy sports contest platform that has access to Insider Data or otherwise receives an advantage in the entrant's participation in a Contest;
- An employee, operator or consultant to a sports governing body, league, or team where such employee, operator or consultant is prohibited from participating in Contests by the governing body;

- A collegiate athlete, sports agent, coach, team employee, referee or league official or employee, or an Immediate Family Member of a collegiate athlete, sports agent, coach, team employee, referee or league official or employee;
- A professional athlete, sports agent, coach, team owner, team employee, referee or league official or employee, or an Immediate Family Member of a professional athlete, sports agent, coach, team or league owner (5% or higher ownership interest), team employee, referee or league official or employee.
- A person who self-excludes from the Site under Section 19.1.
- A person prohibited from participating pursuant to court order, or any state-sponsored exclusion or self-exclusion list; or
- A person deemed ineligible, at the sole discretion of PrizePicks, because of violations of a fantasy sports contest law, the Contest rules, Full Rules, Terms or Code of Conduct.

PrizePicks may approve deviations from the requirements and restrictions of this Section 7.3 at its sole discretion for specific situations upon request, if permitted by federal and state law. Users further acknowledge that the forfeiture and/or return of any Prize shall not restrict PrizePicks from pursuing criminal or civil proceedings in connection with such conduct.

#### 7.4 Contest of Skill – Paid Contests

Contests offered through the Services are Contests of skill. Each of our Contests is governed by specific rules, as may be modified from time to time, which are set forth in the Contest official rules and are incorporated into these Terms by reference. Winners are determined by the objective criteria described in the Contest rules and other documentation associated with the Contest. Contest winners are determined by the individuals who use their skill and knowledge of relevant sports information and fantasy sports rules to achieve a winning result according to the scoring rules for that Contest.

The Services may not be used for any form of gambling, wagering, sports betting, or other game of chance, and you hereby agree that PrizePicks' Services and Contests do not constitute any form of gambling, wagering, sports betting, or other game of chance and you agree not to assert any of those positions or to allow anyone else to assert those positions on your behalf.

#### 7.5 Contest Results

Prizes will only be awarded if a Contest is completed. We reserve the right to cancel Contests at any time. In the event of a cancellation, all entry fees will be refunded to the entrants except as specifically provided in these Terms. After each Contest ends, the winners are announced (generally by the following day) but remain subject to final verification.

Once winners are notified and prizes are awarded, the scoring results will not be changed regardless of any official adjustments made by the professional leagues, though we reserve the right to make adjustments based on errors or irregularities in the transmission of information to us from our stats provider or in our calculation of results.

## 7.6 Prizes

Prizes and awards offered for each Contest (“**Prize**”, “**Prizes**”) will be established, published, and made available to Users with the creation of a new Contest (“**Contest Prize Table**”). Contest Prize Tables are published prior to PrizePicks opening the Contest to User entries.

PrizePicks will make all reasonable efforts to ensure that all Prizes are awarded and deposited within 48 hours following the conclusion of each Contest.

PrizePicks may, in its sole and absolute discretion, require the User to execute a separate release of claims as a condition of being awarded any prize, receiving any payout, or continuing to use the PrizePicks platform.

No substitution or transfer of Prizes is permitted except at our sole discretion. All Prizes are awarded as is and without warranty of any kind, express or implied, (including, without limitation, the implied warranty of merchantability or fitness for a particular purpose) by us. If a legal authority challenges the award and/or your receipt of a Prize, PrizePicks reserves the right in its sole discretion to revoke, cancel, suspend, substitute, or modify the award of such Prize. In all disputes arising out of the determination of the winner of its Contests, PrizePicks is the sole and final authority as to all determinations and adjudications of the results and/or winners of a Contest, and its actions are final and binding.

You acknowledge and agree that should we, in our sole and absolute discretion, determine that you did not comply with and or adhere to the Terms or Code of Conduct, in any way, we may disqualify you from any Contest entered, in which case any prizes awarded to you as a result of said Contest will be immediately forfeited. You agree to cooperate with our efforts to reverse payments.

All monetary winnings will be deposited directly into your Account. PrizePicks rounds fractional amounts down to the nearest cent. Any amounts that are mistakenly credited as winnings to your Account remain our property and will automatically be transferred from your Account upon confirmation of the error. Any amounts mistakenly credited to your Account that have been withdrawn by you before confirmation of the error will constitute a debt owed by you. You grant PrizePicks the right to request that your bank freeze, seize and/or reverse any funds that were derived from amounts awarded in error by PrizePicks.

## 7.7 Contest Statistics, Live Scoring and Third-Party Information Providers

To the extent that PrizePicks offers “live” statistics before or during gameplay and/or Contest lineup selection, all “live” statistics, scoring and other information provided through PrizePicks and related information sources are unofficial. Further, during certain Contests, PrizePicks may be reliant on third-party operators to provide “live scoring” of certain sporting events and matches. At times, you may not be able to see or access the most up-to-date information or “live scoring” for the relevant sporting event or match. Updates of displayed information may put a User at a disadvantage to other Users who have access to more updated information. Furthermore, there may be delays incorporated into the registered time of in-play statistics to prevent manipulation of rosters and cancellations. Regardless of the reason for the delay in information, PrizePicks shall not be liable for any such delay in provision of information or “live scoring.”

PrizePicks may also offer historical statistics for information purposes during a User’s selection of a Contest lineup. PrizePicks is reliant upon third-party operators for this historical information. Offerings of historical statistics may contain errors or omissions due to any of a number of factors out of PrizePicks’ control, and we encourage Users to do their own research before assembling a lineup to enter into a Contest. Regardless of the reason for errors or omissions in historical statistics, PrizePicks shall not be liable for a User’s reliance on historical statistics.

“Live scoring,” information, statistics and their respective components are offered for informational and/or entertainment purposes only and are not used to determine the results of Contests. Neither PrizePicks nor its third-party providers warrant or make any representations of any kind with respect to the information provided through the App and/or Site and related information sources. PrizePicks and its third-party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the Site and related information sources, shall not be responsible or liable for any error or omissions in that information, nor shall PrizePicks be responsible for any errors or losses you suffer or any other issues that result therefrom.

## 7.8 Stat Corrections

PrizePicks takes every effort to ensure that accurate, up-to-date scoring is applied across all Contests. However, PrizePicks does not guarantee the accuracy of any scoring or stat corrections. Official scores and results will be posted at the conclusion of the sporting event or competition once it has been declared official and all official box scores and statistics are posted. However, in some cases, clear and obvious stat corrections posted by either PrizePicks’ third-party data provider or the official statistics provider for the event or competition may be retroactively applied to entries and taken into consideration for determining how to score the Contest at PrizePicks’ discretion.

## 8. Contest Disqualification and Cancellation.

Once your lineup is submitted you may only cancel: (i) within five (5) minutes of submission; (ii) if no athletes within your lineup have started play or if the only athletes whose games have started play have been marked Do Not Play (DNP); (iii) if your entry fee is \$5.00 or greater; and (iv) if the lineup consists only of full game athlete selections (e.g., not second half or first inning).

## 8.1 No Refund

All paid entry fees are final. No refunds will be issued. In the event of a dispute regarding the identity of the person submitting a lineup, the lineup will be deemed submitted by the person in whose name the Account was registered.

## 8.2 Disqualification and Cancellation by PrizePicks

Users may participate in Contests only as specified in the Terms and Code of Conduct. Failure to comply with these Terms or the Code of Conduct will result in disqualification and, if applicable, Prize forfeiture or seizure.

PrizePicks, in its sole discretion, may disqualify you from a Contest or the entire Service, refuse to award Prizes, require the return of any Prizes, or suspend, limit, deactivate or terminate your Account if you engage in conduct PrizePicks deems, in its sole discretion, to be improper, unfair, fraudulent, in violation of the Terms or Code of Conduct or is otherwise adverse to the operation of the Service or in any way detrimental to other users. Improper conduct includes, but is not limited to: falsifying personal information, including payment information, required to use the Service or claim a Prize; violating eligible payment method terms, including the terms of any cash rewards payment card; accumulating points, Contest wins or Prizes through unauthorized methods such as unauthorized scripts or other automated means; tampering with the administration of the Service or trying to in any way tamper with the computer programs associated with the Service; obtaining other entrants' information and spamming other entrants; abusing the Service in any way; or otherwise violating these Terms. You acknowledge that the forfeiture and/or return of any Prize shall in no way prevent PrizePicks from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

We reserve the right, in our sole discretion, to cancel or suspend any Contest (or any portion thereof) for any reason whatsoever, including but not limited to, the safeguarding of the administration, security, fairness, integrity or proper operation of the Contest (or any portion thereof), including without limitation when a Contest Prize Table has been tampered with. PrizePicks may also cancel a lineup or projection that we determine, in our sole discretion, to be linked to clear errors or fraudulent activity. We may provide you with notification of such cancellations or suspensions but will not be obliged to do so. In the event that a Contest is canceled altogether, no Contest entry fee will be payable by you and any amounts that were to be used for the purpose of entering the Contest will once again be made available to you via your Account.

## 9. Deposits and Withdrawals.

### 9.1 Deposits

To participate in a Contest, you will be required to Deposit by any of the methods permitted on the Services. Such funds will be deposited into your Account upon actual receipt of the funds by PrizePicks. Minimum and maximum limits may be applied to Deposits, depending upon your history with the Services; the method of deposit; state, territory, and/or jurisdiction-imposed deposit limits; any self-imposed deposit limits you set; and other factors as determined solely by PrizePicks. If you live in a jurisdiction that has deposit limits imposed by law or regulation, you may be able to request an increase to the jurisdiction-imposed deposit limit. PrizePicks will publish instructions on how you can request this increase. PrizePicks shall also provide guidelines for the increase that you are eligible for and the subsequent deposit limit amount you are subject to, which may be based on income, net worth, or other financial measures that are allowed by law or regulation or PrizePicks' sole discretion.

We are not a bank and funds are not insured by any governmental agency. No interest is payable on amounts on deposit in your Account. All payments into your Account must be from a payment source on which you are the named Account holder. It shall be a violation of these Terms for you to submit payment using any payment method for which you are not the named Account holder. In addition, to be eligible to Deposit and play Contests, you must not be subject to backup withholding tax from the IRS or other government authority.

By Depositing or entering paid Contests, you agree to provide us with a valid full name, mailing address, date of birth, and any other information we may require in order to run appropriate identity checks and comply with applicable rules and regulations. If necessary, you may be required to provide appropriate documentation that allows us to verify you. While your Account is pending verification, you may be able to Deposit and participate in Contests, but you will not be able to withdraw any funds from your Account until verification is complete. If we are unable to verify you, we reserve the right to suspend your Account and withhold any funds until such time as we have been able to successfully verify you.

We also may conduct checks for Terms compliance, including anti-fraud and anti-money laundering checks on playing patterns and Deposits prior to processing a withdrawal, and we may request additional information before permitting a withdrawal. If PrizePicks requests that a User completes and executes such an affidavit and the User fails to do so within ten (10) days, or PrizePicks otherwise determines that the User does not meet the eligibility requirements or is not in compliance with these Terms, PrizePicks reserves the right to terminate the entrant's Account and withhold or revoke the awarding of any prizes associated with such Account. In such a situation, PrizePicks may pay out any withheld or revoked prizes to the other entrants in the relevant Contest in a manner consistent with the rules of the Contest.

## 9.2 Charge Backs

If any Deposit is charged back, any winnings generated from Contests shall be invalidated, forfeited and deducted from your Account balance or seized from any bank account into which you have deposited the Prizes. In addition, the amount of the initial Deposit will be invalidated, forfeited and deducted from the Account balance. In the event that, following such deductions, your Account balance is in a negative balance, you expressly acknowledge and agree that such negative balance shall constitute an uncontestable debt payable by you to us, due and payable immediately. PrizePicks reserves the right to close your Account without notice should a Deposit be charged back.

## 9.3 Credit Card Removal

As a User, you will have two months from the date you create your Account to provide a preferred method of Deposit. You may request that a previously provided method of payment is removed from your Account no more than once in any calendar month, and no more than five (5) times over any 12-month span. Additionally, PrizePicks may remove any method of Deposit at any time at PrizePicks' sole discretion and determination.

## 9.4 Support Related to Deposited Funds

Players who believe that funds held by or their Accounts with PrizePicks have been misallocated, compromised or otherwise mishandled, may register a complaint with PrizePicks online by emailing [Support@PrizePicks.com](mailto:Support@PrizePicks.com). PrizePicks shall use its best efforts to respond to such complaints within ten (10) days. If PrizePicks determines that the relief requested in the complaint will not be granted, its response will set forth the specific reasons therefore. If more information is required for the Company to process the complaint, the response will note the form and nature of the additional information needed.

## 9.5 Bonuses and Promotions

From time to time, PrizePicks may provide you with promotional programs such as drawings, contests, supplemental prizes, loyalty programs, site credits, discounts or bonuses, as an incentive to use the Services, to establish an Account, to otherwise engage with PrizePicks, or to refer others to sign up with PrizePicks. Such promotional programs may be governed by their own terms and conditions which will be presented at the time of such promotions. Unless otherwise provided, promotional site credits, discounts and bonuses have no cash value, are non-transferrable, may only be used to play PrizePicks paid Contests and cannot be withdrawn for cash.

Any bonuses or promotions that you do not apply to a Contest (i.e., use) within ninety (90) days of receipt of the bonuses or promotions shall automatically terminate and become null and void, at PrizePicks' sole, unlimited discretion.

PrizePicks may terminate a promotional program or amend the terms and conditions of a promotional program at any time at its sole, unlimited discretion.

## 9.6 Withdrawals

Subject to any state law or regulation to the contrary, PrizePicks has a 1X playthrough requirement, which means that you must enter lineups totaling the amount of funds you deposited before being able to withdraw those funds. Subject to the 1X playthrough requirement, you may request a withdrawal of funds from the available cash balance in your Account at any time. You are the only person or entity authorized to withdraw funds from your Account. The minimum withdrawal is \$10.00 (USD) unless otherwise required by state law or regulation. Account holders with pending Deposits must wait until those funds clear before requesting a withdrawal. Withdrawals shall only be provided via an ACH bank transfer to your bank account, an OCT transfer via an eligible credit card company's push payment solution or PayPal. Withdrawals that you make from your Account may bear the name of a Company subsidiary.

Users may withdraw their cash Prize awards as well as cash Deposits by using the "**Withdrawal**" option on the Site or App or by contacting customer support. PrizePicks has safeguards in place to prevent unauthorized withdrawals from User Accounts. You may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law), Knowledge Base Authentication verification, and/or appropriate tax forms and forms of identification as reasonably requested by PrizePicks in order to complete a withdrawal. If your identity and Account cannot be verified, PrizePicks will not release the funds from your Account. We also may conduct checks for Terms and Code of Conduct compliance, including anti-fraud checks on playing patterns and deposits prior to processing a withdrawal, and we may request additional information either before permitting a withdrawal or at any point in time after a withdrawal if PrizePicks unilaterally determines that any such withdrawal(s) potentially violated either these Terms or any relevant federal, state, local, or international laws or regulations. Failure to comply with this requirement may result in disqualification and forfeiture of any Prizes as well as all monies withdrawn via the Site or App in perpetuity.

Processing of requested funds back may take up to five (5) business days, but PrizePicks reserves the right to freeze your Account and/or delay a request for withdrawal of funds for a reasonable period of time pending completion of any investigation of reported or suspected abuse based on a good faith belief of fraudulent conduct or conduct that would cause the Company to violate applicable law. In the event of such investigation, PrizePicks shall notify you of the nature of the investigation. Further, processing of funds may take up to ten (10) business days if PrizePicks, in its sole and unlimited discretion, determines that you must submit tax reporting paperwork

related to the requested withdrawal. If you do not receive your withdrawal within five (5) business days, please contact customer support.

If your Account is closed by us for a violation of the Terms, we reserve the right to determine, in our sole determination, whether to declare as void any transaction placed by you. If a Prize has been awarded on a closed Account due to fraud, PrizePicks may withhold the Prize, provided that the Prize is then awarded to another participant in the Contest who would have won the Prize had that User not participated. Further, if you have already withdrawn funds, whether Prizes or otherwise (e.g. other monies not won via Contests), that were, in the sole determination of PrizePicks, the result of a violation of these Terms and/or federal, state, local, or international law or regulation, then you grant PrizePicks the right to debit the bank account to which these funds were deposited without reservation and until PrizePicks recoups, in whole, any and all monies that you improperly withdrew. In such an event, we will first use your Account funds to defray the costs of administration and enforcement of the Terms.

You shall, at all times, maintain an account at a bank that is a member of the Federal Reserve ACH System (the “**Bank Account**”). You expressly authorize us to debit and/or credit the Bank Account according to these Terms. You further authorize us, as well as our third-party payment processors and all related banks, to process electronic funds transfers through the Bank Account you designate. You represent and warrant that you shall, at all times, maintain a sufficient balance in your Bank Account to cover all obligations owed to us pursuant to these Terms and further expressly waive all rights to dispute any attachment or other debt collection efforts undertaken by us and/or our assigns, agents, and partners in instances where you do not maintain a sufficient balance in your Bank Account to cover all obligations owed to us. Further, you expressly agree that we, and/or our third-party payment processors and related banks, may debit any such Bank Account held by, or on, your behalf, in order to satisfy any of your obligations to us that arise out of or in any way relate to these Terms, the Site, App, or your use of PrizePicks Services, including, without limitation, Deposits and Withdrawals. This authorization shall survive the termination of these Terms and shall continue in perpetuity until all of your obligations to us are paid in full, including, but not limited to, the obligations described in these Terms. If you wish to revoke your authorization for us to debit the Bank Account, you must submit that request, in writing, in the manner required for providing notice to PrizePicks as set forth in the Terms, at least 24 hours prior to the origination of any transaction permitted by the Terms. You may not submit any such notice revoking authorization for us to debit the Bank Account at any point in time after originating the withdrawal.

## 9.7 Account Inactivity Fee; Abandoned Accounts

To the extent allowed by law, if you, via your Account, have not entered a Contest, made a Deposit or a Withdrawal, or submitted a support ticket (“**Account Activities**”) for 18 consecutive months, your Account will be deemed inactive (“**Inactive Account**”). Unless prohibited by applicable law, PrizePicks will charge a fee of \$4.00 per month on all Inactive Accounts (“**Account Inactivity Fee**”) until the sooner of: (i) the Account is

reactivated by one of the Account Activities; or (ii) the Account has a \$0.00 balance. PrizePicks will provide all Users subject to an Account Inactivity Fee with at least 30 days' notice prior to the first deduction of fees. This Section shall not be applicable to users in Massachusetts, New York, or other jurisdictions which maintain separate requirements for Inactive Accounts.

To the extent allowed by law, we reserve the right to transfer the account funds to an account payable and to suspend any further account statements. If we have had no other sufficient contact with you regarding an Inactive Account within the period specified by state law, the Account will be presumed to be abandoned ("Abandoned Account"). Funds in Abandoned Accounts will be reported and remitted in accordance with state law. Once funds have been turned over to the state, we have no further liability to you for such funds and if you choose to reclaim such funds, you must comply with applicable laws governing the same.

Family members of deceased Users may contact PrizePicks to provide proof of the decedent's death. PrizePicks may in its sole discretion decide to report and remit the funds in the deceased User's Account as an Abandoned Account prior to the time required to designate the Account as an Inactive Account.

#### 9.8 U.S. Dollars

All Deposits and withdrawals will be denominated in U.S. dollars unless otherwise expressly stated. If you make a Deposit that is denominated in a currency other than U.S. dollars, please be aware that the funds will be converted into U.S. dollars by our Payment Processors (defined below) or your financial institution and you may be charged a service fee for such conversion. Please also be aware that our Payment Processors and/or your financial institution may use different conversion rates for deposit, withdrawal, and refund transactions. The conversion rate used is not under our control and we recommend that you contact your financial institution directly for more information.

#### 9.9 Taxation

All taxes associated with the receipt of any Prize are the sole responsibility of the winner. In the event that the awarding of Prizes to winners of Contests is challenged by any legal authority, PrizePicks reserves the right in its sole discretion to determine whether or not to award such Prizes.

Each year all winners who have won \$600 or more during the previous year must provide updated address and social security details to PrizePicks. These details will be used to allow PrizePicks to comply with tax regulations and may be shared with appropriate tax and/or law enforcement authorities at PrizePicks' sole discretion. In accordance with PrizePicks' policy, and in compliance with United States Internal Revenue Service regulations, PrizePicks may be required to submit a Form 1099-MISC, Miscellaneous Income (Form 1099) with the Internal Revenue Service (IRS) or other

appropriate form to any person who wins (winnings less entry fees) in excess of \$600 (USD) on the Site in a given year. Depending on the jurisdiction in which you reside, PrizePicks may require you to complete a Form W-9, Request for Taxpayer Identification Number (TIN) and Certification and/or additional tax forms. This information will be used to file the Form 1099 with the IRS. PrizePicks reserves the right to suspend all Account activity, including any payments and/or withdrawals, until a complete and valid IRS Form W-9 is provided. PrizePicks reserves the right to withhold (from your existing Account balance and/or from future net winnings) any amount required to be withheld by law. You remain solely responsible for filing and paying all federal, state, and other taxes in accordance with the laws that apply in your state, territory, jurisdiction, province, and/or country of residence. Further, it is your sole responsibility to provide PrizePicks, upon request, with all personal information necessary to submit a Form 1099-MISC. If you fail to provide all requested information and therefore prevent PrizePicks from filing all pertinent tax forms, including the Form 1099-MISC, then you bear all responsibility, and you indemnify, and hold harmless PrizePicks from any resulting liability, lawsuit, judgment, or any other action stemming from this failure. PrizePicks does not provide tax advice, nor should any statements in these Terms or on the Service be construed as tax advice.

## 10. Third-Party Payment Processor

PrizePicks uses third-party electronic payment processors and financial institutions (“**Payment Processor(s)**”) to process Deposits and/or payments for services or products offered via the Services. The information that we provide to and receive from these Payment Processors and the manner in which such information is used and disclosed is described in further detail in the Privacy Policy. You irrevocably authorize us, as necessary, to instruct such Payment Processors to handle payments and you irrevocably agree that PrizePicks may give such instructions on your behalf in accordance with your requests as submitted through the Services. You agree to be bound by the terms and conditions of each applicable Payment Processor, and in the event of a conflict between these Terms and the Payment Processors' terms and conditions, then these Terms shall prevail. You further agree that PrizePicks is not liable for any loss caused by any unauthorized use of your credit card or other method of payment by a third party in connection with your use of the Services, except as a result of the recklessness or wanton disregard of PrizePicks or its employees.

### 10.1 Indemnification.

You agree to indemnify, defend and hold harmless PrizePicks, its parents, subsidiaries, affiliates, and agents, as well as the officers, directors, employees, shareholders, and representatives of the foregoing entities, from and against any and all losses, damages, liability, claims, settlements, injury to all persons and property, and costs and expenses (including without limitation, reasonable attorneys' fees and expenses) as incurred, resulting from, arising out of, or related to, your participation in a contest, your use of the Services, Site, App, or content, our use of information that you submit to us, any misrepresentations made by you, your breach or violation of the Terms, your

infringement of any intellectual property or other right of any other person or entity, the receipt, ownership, use or misuse of any prize, and any claims, judgments, prosecutions, regulatory or administrative actions taken by a local, state, or federal government as a result of your use of PrizePicks and its platforms to violate a local, state, or federal law or regulation.

PrizePicks or an affiliate will provide you with prompt written notice of a claim it believes is subject to indemnification under this provision and permit you to control the defense, settlement, adjustment, or compromise of the claim, but PrizePicks may, at its sole discretion, elect to solely control the defense, settlement, adjustment, or compromise of any claim, in which event: (A) you agree to cooperate with PrizePicks' sole control and provide any assistance that may be reasonably necessary, and (B) you shall not be relieved of your indemnification and hold harmless obligations under this Section 10.

PrizePicks may employ counsel at its own expense to assist it with respect to the claim, but if such counsel is necessary because of a conflict of interest of either you or your counsel, or because you do not assume control of the claim, you will bear the expense of such PrizePicks-employed counsel. PrizePicks shall have no authority to settle a claim on your behalf.

This indemnification provision applies to direct party claims (any claims You bring against PrizePicks) in addition to third-party claims.

## 11. Marketing Cooperation.

By participating in any Contest or PrizePicks promotion in which you win a Prize, or which takes the form of a Contest, in which you successfully progress to a second or subsequent round, you agree to cooperate in all advertising, marketing and publicity material and activities we may, at our expense, produce or arrange. You also agree, if requested: (a) to wear any branded clothing or attire we may provide; and (b) to sign, if requested, an irrevocable release form allowing us, without any compensation being payable, to use your name, photograph, likeness, details of the country and/or city where you live, any comments made by or attributed to you, and to incorporate any such information and any audio/visual recording or broadcast for such promotional purposes, in any media, throughout the world.

Where you participate in any event which we host or arrange in connection with a Contest or promotion, you agree not to make use of any third-party branding or advertising for any organization which we consider to be our competitor, including without limitation any branding or advertising for any other gaming company, and you agree not to conduct yourself in a manner that might, in our reasonable opinion, bring us, any of our affiliates or any of our or their respective brands into disrepute. In the event of any breach of this requirement, we reserve the right not to award a Prize or to request the return of any Prize awarded.

With respect to any lineup submission you make in the course of participating in any Contest or PrizePicks promotion, you declare that the relevant material will be all your own original work and will not infringe on the intellectual property rights or other rights of any person. You agree to assign all rights (including intellectual property rights) for such material, and if moral rights exist, you agree to waive such rights. Moral rights are the rights to claim authorship of the work and to object to any distortion, modification of, or other derogatory action in relation to said work, that would be prejudicial to the author's honor or reputation. You agree to execute all documents and to do any other things reasonably necessary to assure our title to such material, and to allow us to fully use and exploit such material.

## 12. Availability of the Services.

You acknowledge that there may be interruptions in service or events that are beyond our control. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time for any reason including, without limitation, system down time for routine maintenance. You further understand that there may be interruptions in service or events on third-party sites that may affect your use of the Services and that are beyond our control to prevent or correct. Interruptions in the Services that are beyond our control shall not serve as a basis to demand a full or partial refund of any prepaid fees.

PrizePicks may limit access, via technological means, to the Services in the Excluded Jurisdictions. If you attempt to Deposit or play in any Contest while located in an Excluded Jurisdiction, you may be in violation of the law of such Excluded Jurisdiction and these Terms, and subject to having your Account suspended or terminated, all Deposits made while in an Excluded Jurisdiction may be returned to you, all entries made, whether completed or in progress, may be voided and refunded, and all Prizes won may be refunded, voided and returned to PrizePicks. You hereby agree that we cannot be held liable if laws applicable to you restrict or prohibit your participation. We make no representations or warranties, implicit or explicit, as to your legal right to participate in any service offered nor shall any person affiliated, or claiming affiliation, with us have authority to make any such representations or warranties. We do not intend that the Site or App and the Services to be used by persons are present in jurisdictions in which the playing of fantasy sports contests may be prohibited or restricted.

## 13. Use of Personally Identifiable Information.

You acknowledge that when you download, install, or use the App, Site or access the Services through another device, PrizePicks may use automatic means (including, for example, cookies and web beacons) to collect information about your devices and about your use of the Services. You also may be required to provide personally identifiable information about yourself as a condition of downloading, installing, or using the Services. All information we collect through or in connection with the Services is

subject to the Privacy Policy, which is expressly incorporated herein, located at <https://www.PrizePicks.com/privacy-policy>.

You further acknowledge that by providing your cell phone number to PrizePicks you consent to receive non-marketing and informational text messages from time to time. Consent is not a condition of service.

#### 14. Carrier Fees.

Use of the Services may involve transmission of data through your carrier or service provider's network. You are responsible for all carrier, text/SMS, data, or other related fees or charges you incur from your carrier or service provider in connection with or related to your use of the Services. PrizePicks assumes no liability or responsibility for the payment of any charges you may incur.

#### 15. Updates for the App.

PrizePicks may from time to time and in its sole discretion develop and provide App updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete certain features and functionality. You agree that PrizePicks has no obligation to provide Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings when your Device is connected to the internet either:

- (a) the App will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates.

You shall promptly download and install all Updates and acknowledge and agree that the App or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the App and be subject to all of the Terms.

#### 16. Rules and Prohibited Conduct.

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms, Code of Conduct, or federal, state, local, or international laws or regulations. The Services are provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Services.

**You understand and agree that you will not use the Services to engage in the prohibited conduct below:**

- (a) copy the Services, except as expressly permitted by the license provided in Section 16 of the Terms;

- (b) sell, share, co-own, or otherwise transfer your Account;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services;
- (d) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Site or App or any part thereof;
- (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Site or App, including any copy thereof;
- (f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Site or App, or any features or functionality of the Site or App, to any third party for any reason;
- (g) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Site or App;
- (h) use your Account to impersonate another natural person, or misrepresent your identity or affiliation with any person or organization;
- (i) use the App in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- (j) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site or App, or which, as determined by PrizePicks, may harm PrizePicks or users of the Site or App or expose them to liability;
- (k) use the Site or App in a manner that could disable, overburden, damage, or impair the Site or App, or interfere with another party's use of the Site or App, including their ability to engage in real time activities through the Site or App;
- (l) use any robot, spider, or other automatic device, process, or means to access the Site or App for any purpose, including monitoring or copying any of the material on the Site or App;
- (m) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- (n) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site or App, the server on which any portion of the Site or App is stored, or any server, computer, or database connected to the Site or App;

(o) attack the Site or App via a denial-of-service attack or a distributed denial-of-service attack; or

(p) otherwise attempt to interfere with the proper working of the Site or App.

If for any reason, PrizePicks determines that you have failed to follow the rules in this Section, we reserve the right to prohibit any and all current or future use of the Services (or any portion thereof) by you. If we have reason to suspect, or learn that anyone is violating these Terms, we may investigate and/or take legal action as necessary including bringing a lawsuit for damages caused by the violation. We reserve the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

An attempt by a User or other individual to deliberately damage the Site or App or undermine the legitimate operation of a Contest is a violation of criminal and/or civil laws. Should such an attempt be made, PrizePicks reserves the right to seek damages and other remedies from any such person to the full extent permitted by law.

## 17. Term and Termination.

These Terms and the Code of Conduct are in effect from the Effective Date and terminate when replaced by new versions, on the effective date of those new versions. You, as a User, are subject to whatever version is in effect at any given time, subject to other provisions of the Terms.

PrizePicks may terminate the Terms and Code of Conduct at any time without notice. The Terms and Code of Conduct shall be terminated immediately if PrizePicks ceases to support the Services, which PrizePicks may do in its sole discretion. Such termination will not limit any of PrizePicks' rights or remedies at law or in equity.

You may cancel your Account at any time through your Account settings or by sending us an email at the contact information at the bottom of the page. Subject to other provisions of these Terms, you are not entitled to any refunds.

PrizePicks may suspend or cancel your Account without notice or refund to you if you violate these Terms. If your Account is canceled, PrizePicks reserves the right to remove your Account information along with any Account settings from our servers with no liability or notice to you. Once your Account information and Account settings are removed, you will not be able to recover this data and you may lose access to all of your Content (except that Content stored/published to third-party websites will remain on said third-party websites pursuant to those website's terms and conditions).

Following termination of your Account, your license to use PrizePicks' Content automatically terminates, and PrizePicks has no obligation to provide you with use of the Services. All provisions of these Terms that by their nature should survive

termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. You acknowledge and understand that our rights regarding any User Content (as further defined below) before termination shall survive termination.

## 18. Advertisements and Third-Party Sites.

The Services may contain third party advertisements and/or sponsorships. The advertisers and sponsors that provide these advertisements or sponsorships are solely responsible for ensuring that the materials submitted for inclusion on the Services are accurate and that they comply with all applicable laws. We are not responsible for the acts or omissions of any sponsor or advertiser.

Additionally, the Services may permit you to link to other websites or resources on the internet. Links on the Services to third party websites, if any, are provided only as a convenience to you. If you use these links, you will leave the Services. The inclusion or integration of third-party services or links does not imply control of, endorsement by, or affiliation with PrizePicks. Your dealings with third parties are solely between you and the third parties. You agree that PrizePicks will not be responsible or liable for any content, goods or services provided on or through these outside websites or for your use or inability to use such websites.

Without limiting the foregoing, your correspondence or business dealings with, participation in promotions of or purchases from, third parties found on or through the use of the Services, including payment for and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party. You agree that PrizePicks shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Services.

## 19. Responsible Gaming

The Company's priority is to encourage the safety and well-being of our Users, and we take our responsibility in this regard very seriously. The Company reserves the right, in its sole discretion, to decide if you are interacting with the platform in a responsible way in accordance with Company policies and procedures. The Company also permits all Users to set responsible gaming limits and to self-exclude. Notwithstanding the foregoing, Company reserves the right, in its sole discretion, to impose stricter responsible gaming limits than those imposed by law or the User and exclude such Users as necessary to best promote our responsible gaming policies.

Any attempt by you, whether or not successful, to evade or assist others in evading responsible gaming controls, whether self-imposed or otherwise, and including self-exclusion, shall be a violation of these Terms. You grant the Company the sole and unfettered right to deactivate and/or report to any relevant authorities any Account(s) you create, access, manage or operate in contravention of responsible gaming controls.

Additionally, you grant the Company an unlimited ability to take any of the following actions in relation to an Account created or used to evade, or in violation of, responsible gaming controls: (i) void all entries made or Contests entered; (ii) seize and retain all Deposits; (iii) seize and retain all winnings and Prizes; (iv) remove all promotional or bonus funds; or (v) reverse and/or freeze any attempted or completed withdrawals including funds withdrawn to your bank account or other financial institution. You also agree to fully indemnify and hold harmless the Company against any action at law, equity or otherwise and any liabilities that are a direct or indirect result of your evasion of responsible gaming limits and restrictions. Such indemnity shall include, but not be limited to, all damages or injuries you and/or your family suffer as a direct or indirect result of your actions or inactions as well as any investigations, administrative actions, prosecutions or any other actions undertaken by any governmental or quasi-governmental authority as the direct or indirect result of your actions as described in this Section 19. Nothing in this Section shall be interpreted to limit any other remedies, indemnities, or other relief provided to the Company in these Terms.

#### 19.1 Self-Exclusion.

**You may choose to self-exclude from the Site.** You may not collect any prizes or awards or recover any losses resulting from entry or participation in Contests during the period that a self-exclusion is in effect, with the condition that during the period that a self-exclusion is in effect:

- (a) PrizePicks shall prohibit the self-excluded User from establishing an Account, making deposits, and from entering or participating in a Contest.
- (b) Self-exclusions end on the expiration of the time period selected by the User. The restrictions and prohibitions that PrizePicks implements under the self-exclusion shall end and cease to be effective on expiration of the time period selected by the self-excluded User unless the time period is lifetime, the User renews a self-exclusion period, or the user enables a new self-exclusion period.
- (c) A User who enables a self-exclusion period agrees to release the following from harm, monetary or otherwise, that may arise as a result of the self-exclusion:
  - (i) Any jurisdiction where PrizePicks operates.
  - (ii) Any regulatory body and its employees and agents.
  - (iii) PrizePicks and its officers, directors, employees and agents.
- (d) A request for self-exclusion that a User has completed and submitted in accordance with the instructions given for self-exclusion and these Terms of Service shall take effect immediately upon submission.

(e) If a User is found to be playing PrizePicks in violation of the self-exclusion program, we reserve the right to take further action, up to and including closing the Account(s) permanently and expulsion from PrizePicks.

## 20. PrizePicks Intellectual Property and User Content.

### 20.1 Intellectual Property Ownership.

PrizePicks shall have the appropriate license to or shall own all right, title, and interest, including all related intellectual property rights, in and to the PrizePicks technology, i.e., the Services.

In order to avoid future disputes about intellectual property ownership, PrizePicks does not solicit Users to submit ideas for products, product improvements, new technology, marketing slogans or campaigns, or other items related to Services, the Site, the App, or any part of PrizePicks' business. If you choose to send an unsolicited idea to PrizePicks, you agree that PrizePicks shall own all right, title, and interest to the submitted idea. Your idea and its contents will not be confidential or proprietary. PrizePicks may use or choose not to use the idea at its sole discretion. No compensation will be provided to you for the idea. Actions taken under this Section are not sales and do not convey to you any rights of ownership in or related to the Services, the PrizePicks technology, or the intellectual property rights owned by PrizePicks.

The PrizePicks name, the PrizePicks logo, and the product names associated with the Services are trademarks of PrizePicks or its licensors, and no right or license is granted to use them.

### 20.2 User Content and Copyright Policy.

The Services contains areas in which you may post or upload User-generated content, comments, video, photos, messages, other materials or items (collectively, "**User Content**"). You are solely responsible for your use of any User Content you submit.

By submitting any User Content, you agree that you will not upload, post or otherwise transmit any User Content that (a) violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others; (b) you know to be false, misleading or inaccurate; (c) contains blatant expressions of bigotry, racism, racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity; (d) contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or other content that is otherwise obscene or lewd; (e) violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them; (f) advocates violent behavior; (g) poses a reasonable threat to personal or public safety; (h) contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitative, prurient, or gratuitous purposes; (i) is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express

permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right; (j) contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, or any other form of solicitation; or (l) uses the name or likeness of an identifiable natural person without such person’s consent.

PrizePicks reserves the right to remove User Content for any reason at its sole discretion.

*Reporting Claims of Copyright Infringement.* We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), the written notice (the “**DMCA Notice**”) must substantially include the following:

- (1) Your physical or electronic signature.
- (2) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works.
- (3) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (4) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- (5) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- (6) A statement that the information in the written notice is accurate.
- (7) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Our designated copyright agent to receive DMCA Notices and Counter-Notices (as further defined below) may be contacted at [Support@PrizePicks.com](mailto:Support@PrizePicks.com).

*Counter-Notification Procedures.* If you believe that material you posted on the Services was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “**Counter-Notice**”) by submitting written notification to our copyright agent designated below. Pursuant to the DMCA, the Counter-Notice must substantially include the following:

- (1) Your physical or electronic signature.
- (2) An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- (3) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (4) A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- (5) A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Services may be found) and that you will accept service from the person (or an agent of that person) who provided the Services with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the Accounts of Users who are repeat infringers.

## 21. Warranty Disclaimer.

PrizePicks does not warrant that your activities or use of the Site or App is lawful in any particular jurisdiction and, in any event, PrizePicks specifically disclaims such warranties. You understand that by using any of the features of the Site or App, you act at your own risk, and you represent and warrant that your activities are lawful in every

jurisdiction where you access or use the Site or App or the content. Further, PrizePicks and its parents, subsidiaries, and affiliates disclaim any express or implied warranties including, without limitation, noninfringement, merchantability, fitness for a particular purpose, and title.

Your use of the Services is at your sole risk. The Services and the materials contained in these Terms are provided on an "as is" and "as available" basis. Except as otherwise expressly provided in these Terms, PrizePicks and its affiliated companies and their respective officers, directors, employees, and other representatives expressly disclaim all warranties of any kind pertaining to the Services and the materials contained in these Terms, whether express or implied, including without limitation the implied warranties of title, merchantability, fitness for a particular purpose, satisfactory quality, security, accuracy, availability, use of reasonable care and skill, and non-infringement, as well as warranties arising by usage or trade, course of dealing, and course of performance. PrizePicks makes no warranty that (i) the Services will meet your requirement, (ii) the Services will be uninterrupted, timely, secure, or error-free or free of viruses or bugs, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, and (iv) any errors in or on the Services will be corrected. Any material, content, or information downloaded or otherwise obtained and/or used through the Services is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material, content or information. No advice or information, whether oral or written, obtained by you from PrizePicks on or through the Services shall create any warranty not expressly stated in these Terms.

**PLEASE READ THIS SECTION 22 CAREFULLY – IT CONTAINS A LIMITATION OF PRIZEPICKS' LIABILITY.**

## **22. LIMITATION OF LIABILITY.**

**YOU AGREE THAT IN NO EVENT SHALL PRIZEPICKS' LIABILITY TO YOU FOR ANY CLAIM, CAUSE OF ACTION, OR DISPUTE EXCEED \$250.00. THIS LIMITATION OF LIABILITY SHALL APPLY TO PRIZEPICKS, ITS AFFILIATES, OR ITS/THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT), AND THE LIMIT ALSO INCLUDES ANY AMOUNT YOU MAY BE ENTITLED TO RECOVER ON ANYONE ELSE'S BEHALF OR UNDER ANY LEGAL THEORY OF COLLECTIVE RECOVERY.**

**IN NO EVENT SHALL PRIZEPICKS, ITS AFFILIATES, OR ITS/THEIR DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS BE LIABLE UNDER CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT**

LIMITATION ANY EQUITABLE THEORY, WITH RESPECT TO OR ARISING OUT OF, OR RELATING TO THE SERVICES AND/OR THESE TERMS (I) FOR ANY LOST PROFITS; DATA LOSS; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING; (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, REGARDLESS OF THE SOURCE OF ORIGINATION); (III) FOR ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY PRIZEPICKS OR A LAW ENFORCEMENT AUTHORITY REGARDING YOUR USE OF THE SERVICES OR WITH ANY AND ALL COPYRIGHT OWNERS; OR (IV) FOR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SERVICES, EVEN IF FORESEEABLE OR IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Nothing in these Terms shall limit or exclude liability that cannot be limited or excluded under applicable law. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you, in which case the liability of PrizePicks, its affiliates, or its/their directors, employees, agents, partners, suppliers, or content providers shall be limited to the greatest extent permitted by law.

**PLEASE READ THIS SECTION 23 CAREFULLY – IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT.**

## **23. DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER.**

### **23.1 Informal Resolution**

In instances when you or PrizePicks have a problem or dispute, PrizePicks would like to work with you to reach a resolution; however, we can only do this if we know about and understand your issue. Therefore, for any problem, dispute, or legal claim that you may have with PrizePicks, you acknowledge and agree that you will first give PrizePicks an opportunity to resolve the problem, dispute, or legal claim before you initiate a claim through arbitration or litigation. This informal dispute resolution process applies whether you are proceeding individually or as part of a Mass Arbitration. To initiate the dispute resolution process, you must first send us a written description of your problem, dispute, or legal claim within 30 days of the event out of which your claim arises (the “Informal Resolution Request”) by sending an email to [Dispute@PrizePicks.com](mailto:Dispute@PrizePicks.com). This request must be sent individually (either by you or your counsel on your individual behalf) not collectively with any other requests of any other user. If you elect to have your counsel

initiate the informal dispute resolution process for you, you must submit to PrizePicks a document physically (not electronically) signed by you indicating that you authorize your counsel to initiate the informal dispute resolution process to indicate your authorization of that request.

You and we further agree to meet and confer in person or by videoconference (hereinafter “Conference”) to discuss the dispute and attempt to reach a mutually beneficial outcome that avoids the expenses of arbitration or, where applicable, litigation. You must request in writing to schedule the Conference, and, after receiving that request, PrizePicks will work with you to schedule the Conference at a mutually acceptable date and time. Your failure to request and participate in the informal resolution process, including the Conference, will preclude you from recovering and from initiating arbitration or filing suit against PrizePicks. To the extent you have taken any steps to initiate arbitration or have filed suit against PrizePicks without having requested and participating in the Conference, you agree that the arbitration proceeding or civil complaint is invalid and subject to immediate dismissal, that PrizePicks is not responsible for any costs or fees associated with that proceeding, and that you must dismiss it. Neither we nor you can waive the requirement to participate in the Conference unless expressly waived in a signed writing by both sides. If you are represented by counsel, your counsel may participate in the Conference as well, but you agree to fully participate in the Conference individually and not collectively with any other user. Likewise, if we are represented by counsel, our counsel may participate in the Conference as well, but we agree to have a company representative fully participate in the Conference. The statute of limitations and any filing fee deadlines shall be tolled during the informal dispute resolution process required by this Section 23, including throughout the pendency of the batching process discussed in Section 23.3. If you and we do not reach agreement to resolve the dispute within 90 days after initiation of this informal dispute resolution process, either you or we may commence arbitration per the provisions below or, provided such claims qualify or you opt out as defined in Section 23.2 below, file an action in small claims court or, for matters relating to intellectual property infringement, file a claim for injunctive or equitable relief in a court of proper jurisdiction, subject to the geographic venue limitations outlined in Section 28 below.

## 23.2 Binding Arbitration

*Arbitration Proceeding.* You and we agree to arbitrate any disputes, claims or controversy between us exclusively through final and binding arbitration, and not in a court or by a jury; however, you or we may assert claims in small claims court if (i) the matter is within the jurisdiction of the small claims court, (ii) the matter remains in small claims court through a final judgment, and (iii) the matter proceeds only on an individual (not a class or representative) basis. If at any point before entry of final judgment the small claims court determines that the matter is no longer within its jurisdiction, you and we agree the matter must be compelled to arbitration.

This agreement to arbitrate (“**Agreement to Arbitrate**”) is intended to be broadly interpreted. It includes, but is not limited to disputes, claims, and controversies: (i) arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, or any other legal theory, including but not limited to those arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to Arbitrate; and (ii) that may arise after the termination of these Terms.

The Federal Arbitration Act governs the interpretation and enforcement of the Agreement to Arbitrate. Before beginning an arbitration proceeding and only after participating in the informal dispute resolution process, you must send a letter requesting arbitration and describing your claim to our registered agent at SidePrize LLC c/o Cogency Global, Inc. 900 Old Roswell Lakes Parkway, Suite 310, Roswell, GA 30076, USA (“Arbitration Notice”). Any demand filed with any arbitration provider must include a certification signed by the filing party and his or her counsel, if represented, verifying full compliance with the informal dispute resolution process in Section 23.1. You and we agree that the arbitration may be conducted by JAMS, an alternative dispute resolution provider, by National Arbitration and Mediation (“NAM”), or by the American Arbitration Association (“AAA”). The default provider will be JAMS, but if JAMS is not available or able to assist, or if during the informal dispute resolution process PrizePicks elects in its sole discretion that NAM or AAA should handle your dispute instead, you agree to cooperate with that election. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and the JAMS Consumer Minimum Standards then in effect; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures and the JAMS Consumer Minimum Standards then in effect. For any Mass Arbitration as defined in Section 23.3 below, the JAMS Mass Arbitration Procedures and Guidelines shall apply. JAMS’s rules are available at [jamsadr.com](http://jamsadr.com) or by calling JAMS at 800-352-5267. If NAM or AAA administers the arbitration, their closest equivalent rules shall apply, including, for any Mass Arbitration as defined in Section 23.3 below, NAM’s Mass Filing Supplemental Dispute Resolution Rules and Procedures and AAA’s Mass Arbitration Supplementary Rules. If none of the arbitral forums listed above is available to arbitrate, a court of competent jurisdiction, subject to the limitations in Section 28, may select an alternate arbitral forum. If the arbitrator finds that you cannot afford to pay arbitral filing, administrative, hearing, and/or other fees and cannot obtain a waiver from the arbitral provider, we will pay them for you if you complied with the dispute resolution process set forth above and the Mass Arbitration policy in Section 23.3 does not apply. In addition, unless the arbitrator determines the claims are frivolous, or that you did not comply with the dispute

resolution process set forth above, or that the Mass Arbitration provision in Section 23.3 applies to your claim, we will reimburse all such JAMS filing, administrative, hearing, and/or other fees for claims totaling less than \$10,000, except that if you have initiated the arbitration claim, you will still be required to pay the maximum amount permitted to be allocated to a consumer under the arbitral rules or fee schedule for arbitration claims initiated by you; if the applicable rules or fee schedule do not state a maximum amount, you will be required to pay \$250. You are still responsible for all additional costs that you incur in the arbitration, including without limitation, fees for attorneys or expert witnesses. You may choose to have the arbitration conducted by videoconference, in person in your hometown area (if you live in the United States), or at another mutually agreed upon location that is reasonably convenient to you. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Agreement to Arbitrate and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Agreement to Arbitrate is void or voidable. The arbitrator will decide the rights and liabilities, if any, of you and us. The arbitration proceeding shall not be consolidated with any other matters or joined with any other cases or parties. To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to an individual party and only to the extent necessary to provide the relief on a party's individual claim. The arbitrator shall have the authority to resolve any threshold disputes, including but not limited to whether you have complied with Section 23 of these Terms, whether you are barred from proceeding based on these Terms or any defense that we could raise in federal court under Rule 12, and whether the arbitration provider has complied with these Terms. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim, including at the outset of any proceeding. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and these Terms. The arbitrator shall have the authority to resolve disputes about the value of a claim. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. Subject to these Terms, the arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THE AGREEMENT TO ARBITRATE MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON

A REPRESENTATIVE (E.G., PRIVATE ATTORNEYS GENERAL ACT) OR COLLECTIVE OR CLASS BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER, PERSON, OR ENTITY CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER, PERSON, OR ENTITY.

Accordingly, under the arbitration procedures outlined in this Section 23, an arbitrator shall not combine or consolidate more than one party's claims without the written consent of all affected parties to an arbitration proceeding. Without limiting the generality of the foregoing, you and we agree that no dispute shall proceed by way of class arbitration without the written consent of all affected parties. If the arbitrator assigned to your claim issues a decision stating that applicable law precludes enforcement of any part of this subsection's limitations as to a given claim for relief, then that claim must be severed from the arbitration and brought in the state or federal courts located in Fulton County in the State of Georgia. All other claims shall be arbitrated.

**30-Day Right to Opt-Out.** You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in this Agreement to Arbitrate (Section 23.2) by mailing a written notice of your decision to opt-out to the address listed below in Section 34 ("Contact"). The notice must be sent within 30 days of your first use of the Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of this Agreement to Arbitrate. Your opt-out notice must include your name, the date you first used the service, the date you are submitting your opt-out notice, and that you elect to opt-out of arbitration. You must sign the opt-out notice personally and not through another person or entity, and the opt-out notice shall apply only to the person or entity that signs it. Neither you nor any other person or entity can opt out of arbitration on behalf of anyone else. If you opt-out of these arbitration provisions, PrizePicks also will not be bound by them. Regardless of whether you decide to opt-out of the arbitration and class action waiver provisions set forth in this Agreement to Arbitrate, you are still obligated to follow the Informal Resolution process outlined in Section 23.1. Any opt-out notice received after the opt out deadline will not be valid. PrizePicks' periodic amendments to the Terms do not provide a new opportunity to opt out of the Arbitration Agreement for Users who had previously agreed to a version of these Terms and did not validly opt out of arbitration. PrizePicks will continue to honor the valid opt outs of Users who validly opted out of the Arbitration Agreement in a prior version of these Terms.

**Exceptions to Arbitration.** You and PrizePicks agree that the following claims are not subject to the Agreement to Arbitrate: (a) any claim seeking to enforce or protect, or concerning the validity of, any of PrizePicks' intellectual property rights; (b) any claim brought by PrizePicks related to, or arising from, allegations of your piracy or invasion of privacy; and (c) any claim for equitable relief. In addition to the foregoing, PrizePicks may assert an individual action as described in Section 23.1.

**Survival.** The Agreement to Arbitrate shall survive the termination of your relationship with us.

Severability. For avoidance of any doubt, the Terms' Section 26 severability term applies to and is incorporated into this Agreement to Arbitrate.

### 23.3 Mass Arbitrations.

YOU AND WE AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION. Our receipt of one or more Arbitration Notice(s) or arbitration demand(s) of substantially similar claims brought by or on behalf of 25 or more claimants (including you)—whether individually, through the same law firm, group of firms, or coordinating/referring firms—within a 60-day period or otherwise in close proximity ("Mass Arbitration") shall be subject to the additional procedures set forth below. The same law firm, group of firms, or coordinating/referring firms shall not be permitted to initiate multiple Mass Arbitrations in succession; such attempted successive Mass Arbitrations shall be consolidated into the same batching process as the initial Mass Arbitration. Claims included in a Mass Arbitration, if not resolved during the informal dispute resolution period, may proceed only in accordance with the procedures set out below, and subject to the applicable JAMS, NAM, or AAA mass arbitration rules identified in Section 23.2 and any subsequent or equivalent versions of those rules, except as modified by these Terms.

Batching: You and we agree that your and other individuals' claims deemed by PrizePicks a Mass Arbitration may be filed with the arbitration provider in batches of no greater than 50 individuals' claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for you and other claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by PrizePicks. Upon completion of the initial batch, subsequent staged batches will proceed one at a time using the same process until each claim is adjudicated or otherwise resolved, including through a final batch that includes any remaining claims to the extent fewer than 50 claims remain. The arbitration provider will designate a single, different arbitrator for each batch (unless the parties agree otherwise) and provide for a single filing set of fees (for example, one filing fee, case management fee, and arbitrator compensation fee) due per side per batch. You agree to cooperate in good faith with PrizePicks and the arbitration provider to implement such a "batch approach" or other similar approach to provide for an efficient and cost-effective resolution of claims, including the payment of single filing and administrative fees for batches of claims. This "batching" provision shall in no way be interpreted as authorizing class or collective arbitration of any kind. PrizePicks expressly reserves its right to raise unique defenses as to each claimant in connection with this process.

**Stay of Filing of Other Claims:** If your claim is not among those selected for the initial batch, your claim cannot be filed, processed, or adjudicated until it is assigned to a subsequent batch and authorized to be filed in a later stage of this process. You agree to this process even though it may delay the arbitration of your case. No arbitration fees will be assessed on you or us in connection with your claim unless and until it is assigned to a pending batch and that batch is properly designated for filing, processing, and adjudication by the arbitration provider.

No unbatched claim can proceed to be filed as a demand until the previous batch has been resolved.

**Arbitration Costs/Fees.** Payment of all arbitration filing fees and costs will be governed by the applicable mass arbitration rules and fee schedules. If you prevail on your claim in arbitration, PrizePicks will reimburse you for any portion of the arbitration filing fees you paid that exceeded the amount you would have paid to file a complaint in a court of competent jurisdiction in your hometown. Unless you are a California resident, if PrizePicks prevails on your claim in arbitration, and the arbitrator finds that your claim was frivolous or filed in bad faith, the arbitrator may award PrizePicks reimbursement from you of PrizePicks' arbitration filing fees and costs. Unless you are a California resident, the arbitrator may award the prevailing party all or a portion of its reasonable attorneys' fees and expert fees.

#### **23.4. CLASS ACTION WAIVER; JURY TRIAL WAIVER.**

For all claims, controversies and disputes subject to arbitration under these Terms, you and we hereby waive all constitutional and statutory rights to sue in court and have a trial in front of a judge or a jury. You and we are instead electing that all claims, disputes, and controversies shall be resolved by arbitration under this Agreement to Arbitrate, except as specified in this Section 23. Subject to the limitations described in the Agreement to Arbitrate (Section 23.2), an arbitrator can award, on an individual basis, the same damages and relief as a court and must follow these Terms as a court would. However, there is no judge or jury in arbitration, discovery may be more limited, and court review of an arbitration award is subject to very limited review. This provision shall not apply if you exercise your 30-Day Right to Opt-Out as outlined in Section 23.2 above.

#### **24. NO COLLECTIVE RECOVERY.**

**YOU AGREE THAT YOU WAIVE ANY RIGHT YOU MAY HAVE UNDER ANY LEGAL THEORY OR UNDER ANY LEGAL STATUTE, REGULATION, OR OTHER AUTHORITY TO RECEIVE ANY MULTIPLIER OF ANY ACTUAL LOSS**

OR DAMAGES INCURRED BY YOU (INCLUDING FOR TREBLE DAMAGES), ANY AMOUNT OF MONEY ON ANYONE ELSE'S BEHALF, ANY AMOUNT OF MONEY ON ANY KIND OF COLLECTIVE BASIS, OR ANY AMOUNT OF MONEY AS ANY FORM OF CLASS-WIDE OR STATE-WIDE RELIEF. YOU FURTHER COVENANT NOT TO SUE TO SEEK SUCH RELIEF OR TAKE ANY POSITION IN ANY LEGAL PROCEEDING REQUESTING ANY RELIEF ON ACCOUNT OF OR ON BEHALF OF ANY PERSON OTHER THAN YOURSELF INDIVIDUALLY.

You also agree not to serve as a class representative, class member, or otherwise participate in any class, consolidated, private attorney general, or representative proceeding, in arbitration or in court.

## 25. Assignment.

You may not assign the Terms in whole or in part, for any reason. These Terms will be binding upon and will inure to the benefit of the parties and their heirs, executors, administrators, successors, and assigns. PrizePicks may assign the Terms or delegate any of its rights or obligations hereunder, or any part thereof, to any third party, including its successor in interest, without requiring your written consent.

## 26. Entire Agreement; Severability.

These Terms and other referenced material constitute the entire agreement between you and PrizePicks with respect to the Services, and supersede all prior or contemporaneous agreements, representations, warranties, and understandings (whether oral, written or electronic) between you and PrizePicks with respect to the Services and govern the future relationship. If a court or arbitrator holds any provision or any portion of any provision of these Terms or the application of these Terms to any person or circumstance invalid, illegal or unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder all other Terms or portions of Terms shall not be affected and shall continue to be legal, valid, and enforceable.

## 27. Geographic Limits of Service.

PrizePicks make no representation that materials contained on the Services or products described or offered are appropriate or available for use in jurisdictions outside the Eligible Jurisdictions or that these Terms comply with the laws of any other country other than the United States and Canada. Accessing and participating in the Services is prohibited from territories where the Content and participation is illegal. If you access the Services from other locations, you do so at your own initiative and are responsible for compliance with local laws. You agree that you will not access the Services from any

jurisdiction where the Content and participation are illegal, and that you, and not PrizePicks, are responsible for compliance with applicable local laws.

PrizePicks reserves the right, at any time in our sole discretion, to limit the availability and accessibility of the Services to any person, geographic area, or jurisdiction we so desire.

## 28. Governing Law; Venue.

These Terms (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Georgia and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods.

You, regardless of location or country of residence, whether within or outside of the United States, agree that PrizePicks and its Services are deemed passive and do not give rise to personal jurisdiction over PrizePicks or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers, or shareholders, either specific or general, in any jurisdiction other than the State of Georgia. You agree that, to the extent that you or we are entitled to bring any action at law or in equity arising out of or relating to these Terms, or your use or non-use of the Services, (as limited by the arbitration provisions in Section 23), such action shall be filed only in the state or federal courts located in Fulton County in the State of Georgia. You hereby consent and submit to the personal jurisdiction of such courts (including Magistrate Court of Fulton County, Georgia) for the purposes of litigating any such action.

## **PLEASE READ THIS SECTION 29 CAREFULLY – IT CONTAINS A LIMITATION OF YOUR ABILITY TO FILE A CLAIM AGAINST PRIZEPICKS.**

## 29. LIMITATION OF TIME TO FILE CLAIMS.

WHETHER IN COURT OR IN ARBITRATION, YOU MUST BRING ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. IF YOU FAIL TO BRING A CLAIM OR CAUSE OF ACTION WITHIN ONE YEAR, YOU AGREE THAT SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Nothing in this provision excuses you from following the informal resolution policy outlined in Section 23.1 ("Informal Resolution").

## 30. No Third-Party Beneficiaries.

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

### 31. No Waiver; Conflicts.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

In the event of a conflict between these Terms and any applicable other terms or agreements, the terms of these Terms shall govern.

### 32. Force Majeure.

The failure of PrizePicks to comply with any provision of these Terms due to an act of God, hurricane, tornado, war, fire, riot, earthquake, terrorism, pandemic, health emergency (whether or not officially declared by a government authority), act of public enemies, actions of governmental authorities outside of the control of Company (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

### 33. Notice Policy and Your Consent.

Under these Terms you are contracting with the Company. For the avoidance of doubt, we are entering into the Terms as principal and not as agent for any other company. Subject to any permitted assignment, the obligations owed by us under the Terms shall be owed to you solely by us and the obligations owed by you under the Terms shall be owed solely to us.

PrizePicks may give notice by means of a general notice on the Services, electronic mail to your email address on record in PrizePicks' Account information, or by written communication sent by first class mail or pre-paid post to your address on record in PrizePicks' Account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). Except as otherwise provided in the Terms, you may give notice to PrizePicks (such notice shall be deemed given when received by PrizePicks) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to PrizePicks at the addresses listed below.

### 34. Contact.

If you have any questions regarding these Terms, please contact us at [Support@PrizePicks.com](mailto:Support@PrizePicks.com) or by mail at the address below:

SidePrize LLC d/b/a PrizePicks

c/o Cogency Global, Inc.

900 Old Roswell Lakes Parkway

Suite 310

Roswell, GA 30076

USA

## Exhibit A



### PrizePicks Member Code of Conduct

At PrizePicks, we are building a community of positive, fun-loving, skill-based, fantasy sports contestants who are looking to contribute to and enhance our virtual community. Like many communities, we have our own set of values and standards. Being part of the PrizePicks community is a privilege, not a right. By asking to participate on our platform and in our fantasy contests, you agree to uphold the following Member Code of Conduct while you are a member of our community.

1. I will always stay positive in my interactions with the PrizePicks community and will never use or exhibit abusive, unprofessional, bullying, or demeaning behavior or language toward other PrizePicks' members or staff.
2. I will not contact PrizePicks staff directly at their personal addresses, social media accounts, or other physical or virtual locations and will direct communications through existing PrizePicks accounts.
3. I will never encourage, facilitate or tolerate the play of minors or others who are prohibited from participating in any PrizePicks fantasy contest, and when I see such conduct, I will report it immediately.
4. I will never use non-public information or attempt to improperly influence an athlete or official to gain an improper or unfair advantage for myself or others in any PrizePicks fantasy contest.
5. I will not engage in threatening, abusive, or harassing behavior or language directed at athletes, coaches, team employees, or officials on the PrizePicks platform, social media channels, or in connection with PrizePicks fantasy contests.
6. I will always play responsibly which includes using the platform's responsible gaming tools that enable me to proactively set account alerts, lineup submission limits, deposit limits and timeouts when appropriate.
7. If I am unable to play responsibly in a consistent manner, I will seek to exclude myself through PrizePicks' self-exclusion program.

8. I will proactively intervene when I see others in the community who are exhibiting irresponsible play by reporting that behavior to PrizePicks.
9. I will never disparage PrizePicks or members of our community in on-line, public comments to others.
10. I will always act in the best interests of the community, including finding ways to protect and preserve the mission upon which our community is based.