Skrill Promotional Terms and Conditions

BARSTOOL MARCH BONUS SKRILL DEPOSIT

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING. YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND AGREED TO BE BOUND BY THEM WHEN PARTICIPATING IN THIS PROMOTION. AMONG OTHER THINGS, THESE TERMS AND CONDITIONS INCLUDE LIMITATIONS OF YOUR RIGHTS AND REMEDIES.

1. The Barstool March Bonus Skrill Deposit Promotion (the "Promotion") and Promotion Terms and Conditions.

From March 27, 2023 12:01 AM ET to April 2, 2023 11:59 PM ET (the "**Promotion Period**"), if you make an Eligible Transaction, Skrill USA will deposit a \$20 USD bonus (the "**Bonus**") to your Skrill USA Account.

2. How it Works.

- a. Skrill USA Account holders must make an Eligible Transaction during the Promotion Period to receive the Bonus. You can earn the Bonus only once – upon your first Eligible Transaction. Even if you carry out more Eligible Transactions thereafter, you will not earn more Bonus. Only the first one thousand (1000) Participants who successfully carry out an Eligible Transaction and have inputted the bonus code SKRILL20 will receive the Bonus.
- b. An "Eligible Transaction" is a minimum twenty-dollar (\$20) USD deposit from your Skrill USA Account to Barstool Sportsbook & Casino.
- c. Participants who conduct an Eligible Transaction will receive their Bonus within twenty-four (24) hours. Skrill USA reserves the right to extend the payment term until April 10, 2023, if in its sole discretion it is required to do so.
- d. Bonus must be used within ninety (90) days of receipt and with Barstool Sportsbook & Casino.

3. Eligibility Criteria.

In order to participate and receive the Bonus, you must:

- a. have a registered account with Skrill USA in accordance with the <u>Skrill USA Account Terms of Use</u> ("**Account**");
- b. ensure that your Skrill USA Account is in good standing, and does not have a negative balance or is not locked;
- c. have received an email from Skrill USA directly about this Promotion;
- d. not use your Account for commercial purposes;
- e. be physically located in one of the following states: AZ, CO, IL, IN, IA, KS, LA, MA, MI, NJ, PA, TN, VA or WV;
- f. not be a service provider or a direct family member of a service provider to any of the Skrill USA or Paysafe group companies; and
- g. be at least 21 years of age.

The above referenced items are collectively referred to as the "**Eligibility Criteria**". For the purposes of this Promotion, a "**Participant**" is an end-user that meets all of the Eligibility Criteria.

Use of your Skrill USA Account in connection with this Promotion is subject to the <u>Skrill USA Account Terms</u> of Use.

4. Privacy and Intellectual Property.

- a. The processing of Participants data is governed by the <u>Skrill USA Privacy Policy</u>. Additional information may be required by Skrill USA to verify compliance with these Promotion Terms and Conditions. Participants agree that some of their personal information (first name, surname initial and country location; for example, John D Smith from the USA) can be published on different Skrill USA channels including but not limited to emails, social media and online broadcast.
- b. For the purposes of the Promotion, Participants grant Skrill USA and its affiliates a non-exclusive, worldwide, royalty-free, non-transferrable, irrevocable license to copy, use and display any logo, trademark, trade name or other intellectual property (where applicable) which may be published on various Skrill USA affiliates" marketing channels including but not limited to our websites, emails, and social media pages.

5. Confidentiality.

- a. Confidential Information means any information which is marked as "Confidential" or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential.
- b. During the Promotion Period and thereafter, Skrill USA shall use and reproduce the Participants' Confidential Information only for purposes of this Promotion and only to the extent necessary for such purpose and will restrict disclosure of the Confidential Information to its employees, consultants, advisors or independent contractors with a need to know.
- c. Notwithstanding the foregoing, it shall not be a breach of these Promotion Terms and Conditions for Skrill USA to disclose Confidential Information if required to do so under law or in a judicial or governmental investigation or proceeding.
- d. The confidentiality obligations in this Section 5 shall not apply to information that (i) is or becomes public knowledge through no action or fault of Skrill USA; (ii) is known to Skrill USA without restriction, prior to receipt from the Participant in relation to this Promotion, from its own independent sources as evidenced by Skrill USA's written records, and which was not acquired, directly or indirectly, from the Participant; (iii) Skrill USA receives from any third party reasonably known by Skrill USA to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (iv) information independently developed by Skrill USA's employees or agents provided that Skrill USA can show that those same employees or agents had no access to the Confidential Information received hereunder.

6. Legal Recourse.

- a. Participants are deemed to have accepted and agreed to be bound by these Promotion Terms and Conditions by entering this Promotion during the Promotion Period. Skrill USA reserves the right to refuse entry or refuse to award the prize to anyone in breach of these Promotion Terms and Conditions.
- b. Skrill USA reserves the right to hold void, cancel, suspend, or amend the Promotion where it becomes necessary to do so.

- c. Skrill USA reserves the right to remove a Participant from this Promotion where Skrill USA have reason to believe that a Participant breached or tried to breach these Promotion Terms and Conditions or attempted to circumvent any security or operational procedures.
- d. Skrill USA accepts no responsibility for entries not successfully completed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind.6.5 All decisions by Skrill USA are final and binding.
- e. Skrill USA is not responsible for any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in this Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process of this Promotion; (4) technical or human error which may occur in the administration of this Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in this Promotion or receipt or use or misuse of any prize.
- f. Skrill USA shall not be liable for delay in performing, or failure to perform, any of its obligations under the Promotion Terms and Conditions, if such delay or failure result from events, circumstances or causes beyond its reasonable control, such as but not limited to fire, flood, earthquake, adverse weather conditions, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction, flight or other transportation delays or cancellations.
- g. All issues and questions concerning the construction, validity, interpretation and enforceability of these Promotion Terms and Conditions, or a Participants rights and obligations and Skrill USA, in connection with the Promotion shall be governed by, and construed in accordance with the laws of the United States and the state of Florida, without regard to conflicts or choice of laws principles, whether or not you live in Florida.'
- h. If there is any discrepancy between any translated version and the (original) English version of these Promotion Terms and Conditions, the English version shall prevail.

Do you have a gambling problem and need help? Call 1-800-GAMBLER (IL / NJ / PA) or 1-800-522-4700 (CO / KS) or 1-800-BETS-OFF (IA) or 1-800-327-5050 (MA) or 1-800-270-7117 (MI) or 1-800-NEXT-STEP (AZ) or TN REDLINE: 800-889-9789 (TN) or 1-800-9-WITH-IT (IN) or 1-888-532-3500 (VA) or 1-877-770-7867 (LA) or call 1-800-GAMBLER or visit 1800gambler.net (WV).

*Online gambling is only legal in certain states. Must be 21+.