#### Skrill USA Promotional Terms & Conditions - "Deposit \$25 before the Big Game and Get \$25."

READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING.

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

1. The "Deposit \$25 before the Big Game and Get \$25" Promotion ("Promotion") and Promotion Terms and Conditions.

Limited Time Offer: From February 9, 2024, at 12:01 AM EST to February 11, 2023, at 6:30 PM EST (the "Promotion Period"), and per these Terms & Conditions. If you make an "Eligible Transaction" (as defined below), Skrill USA Inc. ("Skrill USA") will deposit a \$25 USD bonus ("Bonus") into your Skrill USA Account.

#### 2. How it Works

- 2.1. Skrill USA Account holders must make an Eligible Transaction during the Promotion Period to receive the Bonus. You may earn the Bonus only once upon your first Eligible Transaction. Even if you carry out more transactions thereafter, you will not earn more Bonus amounts. Limited Offer: Only the first Four Hundred (400) Participants who successfully carry out an Eligible Transaction will receive the Bonus.
- 2.2. An "Eligible Transaction" is a minimum twenty-five dollar (\$25) USD deposit from your Skrill USA Account to one of the licensed sportsbook operators listed in Schedule A ("Eligible Operators"), made when you are physically located in a respective state in which the Eligible Operator is licensed, and in which you enter the Bonus Code "25GAMEDAY".
- 2.3. Participants who conduct an Eligible Transaction will receive a \$25 Bonus deposited into their Skrill Wallet, which Bonus may only be used to make a deposit with an Eligible Operator listed in Schedule A.

## 3. Eligibility Criteria

In order to participate in the Promotion and receive the Bonus, Participant must:

- 3.1. have a registered account with Skrill USA in accordance with the Terms of Use | Skrill ("Account");
- 3.2. ensure that your Skrill USA Account is in good standing, and does not have a negative balance or is not locked;
- 3.3. have received an email directly from Skrill USA about this Promotion;
- 3.4. not use your Account for commercial purposes;
- 3.5. be physically located in one of the states authorized by the Eligible Operator with whom you choose to deposit;
- 3.6. not be a direct family member or live in the same household as any employee, director, or officer of either Skrill USA, one of the affiliated Paysafe Group companies, or of any Eligible Operator; and
- 3.7. be 21 years of age or older.

The above listed requirements are collectively referred to as the "Eligibility Criteria". For the purpose 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 Terms of Use | Skrill.

# 4. Privacy and Intellectual Property

4.1. The processing of Participants' data is governed by the <u>Comprehensive Privacy Policy | Skrill</u>. Additional information may be required by Skrill USA to verify compliance with these Promotion Terms and Conditions. In consideration of the Promotion Bonus, each individual participant hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of certain personal information about such individual, which may include name, photograph, likeness (including his/her voice), biographical information and/or statements concerning the Promotion, in any and all advertising, promotions and other publicity conducted by Skrill USA and its respective affiliated companies,

1

and which may be published on different Skrill USA channels including but not limited to Skrill USA website(s), emails, social media and online broadcast.

### 5. Legal Recourse & Limitation on Liability

- 5.1. Participants are deemed to have accepted and agreed to be bound by these Promotion Terms & 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 & Conditions.
- 5.2. Skrill USA reserves the right to hold void, cancel, suspend, or amend the Promotion where Skrill, in its sole discretion, deems it necessary to do so.
- 5.3. Skrill USA reserves the right to remove a Participant from this Promotion where Skrill USA has reason to believe that a Participant breached or tried to breach these Promotion Terms & Conditions or attempted to circumvent any security or operational procedures, or any legal restriction or prohibition related to this Promotion.
- 5.4. 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.
- 5.5. All decisions by Skrill USA related to this Promotion are final and binding.
- 5.6. <u>Limitation of Liability</u>:
  - 5.6.1. Skrill USA is not responsible for: (1) 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 Bonus.
  - 5.6.2. Skrill USA shall not be liable for delay in performing, or failure to perform, any of its obligations under the Promotion Terms & Conditions, if such delay or failure results 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, pandemic, legal prohibition, governmental action, riot, insurrection, damage, destruction, flight or other transportation delays or cancellations.
  - 5.6.3. LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SKRILL USA SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO PARTICIPATION IN OR REDEMPTION OF THE PROMOTION, EVEN IF FORESEEABLE OR EVEN IF SKRILL USA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 5.7. Governing Law & Jurisdiction: All issues and questions concerning the construction, validity, interpretation and enforceability of these Promotion Terms & Conditions, or a Participant's or Skrill USA's rights and obligations 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 law principles, and whether or not Participant is a resident of Florida.
- 5.8. <u>Translation</u>: If there is any discrepancy between any translated version and the (original) English version of these Promotion Terms & Conditions, the English version shall prevail.
- 5.9. Release and Waiver of Liability: By redeeming this Promotion, Participant agrees to release, defend, indemnify and hold harmless Skrill USA, and its respective affiliates, gaming license partners, advertising and promotion agencies, directors, officers, employees, representatives and agents from and against any and all liability claims or actions of any

kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with: (i) the Participant's participation or attempted participation in the Promotion; or (ii) the receipt, use or misuse of the Bonus; or iii) while preparing for, participating in, and/or traveling to any Promotion-related activity, including any damages caused by Skrill USA's own negligence. Skrill USA expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the Bonus funds.

Online gambling is only legal in certain states. Must be 21 years of age or older. Sportsbook operators or merchants must be legally operating in the respective state, and you must be physically located in the State with the Eligible Operator with whom you choose to deposit. Void where prohibited by law.

SCHEDULE A – Eligible Sportsbook Operators for "Deposit \$25 before the Big Game and Get \$25." Promotion	
(Operators Must be Legal in Respective State)	
Eligible Operator (Brand)	State(s)
Action 24/7	TN
Bet 365	NJ
betParx / Play Gun Lake (MI)	MD, MI, NJ, OH, PA
BetSafe	CO
Bet Saracen	AR
Betway	AZ, LA, OH, PA
ClutchBet	CO, IA
ESPN Bet	AZ, CO, IA, IL, IN, KS, KY, LA,
	MA, MI, NJ, PA, TN, WV
Gamebet DC	DC
Jackpot City	PA
PokerStars	MI, NJ, PA
SBK	CO, IN

Do you have a gambling problem and need help? Call 1-800-GAMBLER (IL/KY/NJ/OH/PA) or 1-800-522-4700 (AR/CO/DC/KS/VT) 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 if you or someone you know has a gambling problem and wants help, call 1-800-9-WITH-IT (IN) or 1-877-770-7867 (LA) or 1-888-532-3500 (VA) or Call 1-800-GAMBLER or visit 1800gambler.net (WV).

