



## Promotional Terms and Conditions

### Offer and Promotions Terms

These “Offer and Promotions Terms” apply to all ClutchBet Sportsbook promotions. Each promotion may have additional terms and/or rules of participation (“Promotion Terms”), which will be posted or otherwise made available at or near the place of the Promotion announcement. The Promotion Term for each Promotion in which you participate will be deemed incorporated into and form a part of these Standard Promotional Terms. In the event of any discrepancy or conflict between these Master Promotional Terms and any Promotion Terms, then the specific Promotion Terms shall govern and prevail. The Promotion Terms for each Promotion in which you participate will be deemed incorporated into and form a part of these Master Promotional Terms. It is your responsibility to read the Promotion Terms to determine whether your participation, registration, or entry in the Promotion will be valid or restricted, and to determine your participation requirements.

1. Each Promotion is open only to individuals who at the time and date of entry are:

- (i) not an Excluded Person
- (ii) Account holders;
- (iii) Physically located in the state of Colorado;
- (iv) Are twenty-one (21) years of age or older;
- (v) Meet any eligibility requirements specifically set forth in the Promotion Terms.

Employees, officers and directors of ClutchBet, its parent company, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, retailers, distributors, and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to participate in any Promotion or receive the advertised Bonus (defined below). Additionally, ClutchBet reserves the right to refuse or otherwise restrict your eligibility to participate in any Promotion for any reason, in our sole discretion, including based on your wagering patterns or wagering history, or if you failed to take advantage of any previous Promotions in good faith. Void where prohibited

by law. If ClutchBet becomes aware of a participant who, in the course of participating in a Promotion, has become able to guarantee wins and/or profits with no or only minimal risk, and/or benefits from a Promotion by participating through more than one (1) Account, and/or displays irregular or unusual playing or betting patterns which ClutchBet deems to be abusive, ClutchBet may elect to do any one or more of the following:

- (i) close the customer's Account(s);
- (ii) invalidate the transactions or game play which was in contravention of this term;
- (iii) withhold the customer's Bonus, including winnings from such transactions or game play.

2. All Promotions are limited to one (1) entry per person. To ensure that the Promotion is limited to one (1) entry per person, we reserve the right to only permit one (1) customer to participate from each household address, IP address, email address, telephone number, same payment account (e.g., debit or credit card, etc.) or shared computer (e.g., public library or workplace).

3. Multiple entries in any Promotion will not be accepted; neither will entries made in breach of these Promotional Terms or the specific Promotion Terms. ClutchBet reserves the right to exclude any participant from Promotions if ClutchBet believes that a participant has tried to enter a Promotion by using more than one username, Account, or is otherwise engaging in any fraudulent or illegal activity (including participation that would be in breach of the law in Colorado), whether or not that participant would or might have won any Bonus but for such activity. Where multiple entries/Accounts have been used, ClutchBet reserves the right to cancel these Accounts and withhold payment of the Bonus or any other Promotion benefits.

4. After you take the required action as described in the Promotion Terms, you may qualify to receive a bonus or reward, as explained in the Promotion Terms or in the advertising for the Promotion. Whether you are entitled to receive your Bonus will be determined by ClutchBet in ClutchBet's sole and absolute discretion. Bonus recipients will be solely responsible for all federal, state, and local taxes, and for any other fees or costs associated with the Bonus they receive, regardless of whether the Bonus, in whole or in part, is used. The Bonus value may be reported for tax purposes as required by law.

For any Bonuses awarded in the form of a physical prize, prizes are non-transferable, with no cash redemptions, equivalents, or substitutions, except at ClutchBet's sole and absolute discretion. All prize details not specified in these Promotional Terms will be determined in ClutchBet's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that ClutchBet is unable to provide the winner with his or her prize(s), ClutchBet may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose).

The approximate retail value ("ARV") of a prize is based on available information provided to ClutchBet and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. The ClutchBet Parties (defined below) are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the ClutchBet Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The ClutchBet Parties are not responsible for and winner will not receive the difference, in any, between the actual value of the prizes at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material.

5. The ClutchBet Parties expressly reserve the right to amend, suspend or terminate any Promotion at any time without prior notice or consent. Administration of a Promotion is at the sole discretion of the ClutchBet Parties. Any questions relating to eligibility, these Promotional Terms and Conditions or any other questions concerning a Promotion will be resolved at the sole discretion of the ClutchBet Parties and their decisions will be final and binding with respect thereto. No groups, clubs, corporations, companies, partnerships, or organizations may participate in any Promotion or reproduce or distribute any portion of these Promotional Terms to their members.

6. Subject to applicable law, participants irrevocably grant the ClutchBet Parties and each of their licensees, and its and their successors, assigns and sub-licensees, the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the Bonus to the recipients.

7. The ClutchBet Parties are not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent these Promotional Terms or otherwise interfere with the administration, security, fairness, integrity or proper conduct of a Promotion. Persons found tampering with or abusing any aspect of a Promotion, or whom ClutchBet believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat a Promotion, as determined at the sole and absolute discretion of ClutchBet, may result in immediate disqualification of the participant, as well as other possible consequences, including disqualification from any and all existing and future Promotions. Any attempt by a person to damage any website or mobile app, or undermine the legitimate operation of a promotion may be a violation of criminal and civil laws and should such an attempt be made, ClutchBet reserves the right to seek all legal and equitable remedies from and against any such person to the fullest extent permitted by law. ClutchBet reserves the

right, at its sole and absolute discretion, to disqualify (or terminate the Bonus of) any individual who is found to be, or suspected of, acting in violation of these Promotional Terms, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

8. ClutchBet is not responsible for lost, late, mutilated, or illegible entries; electronic transmission errors or delays resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials; technical, hardware, software, or telephone failures or malfunctions of any kind, lost or unavailable connections; fraud; incomplete, garbled, or delayed computer transmissions, whether caused by ClutchBet, users, or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a person's ability to participate in the promotion.

9. In the event ClutchBet is prevented from continuing with a Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with a Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within ClutchBet's control (each a "Force Majeure" event or occurrence), ClutchBet shall have the right to modify, suspend or terminate the Promotion or Bonus. ClutchBet additionally reserves the right, in their sole and absolute discretion:

(a) to modify, suspend or terminate the Promotion should causes beyond ClutchBet's control corrupt or interfere with the administration, integrity, operation, security, or proper play of the Promotion; or

(b) to disqualify any participant found to be, or suspected of:

(i) tampering with the entry process or the operation of the Promotion;

(ii) acting in violation of these Master Promotional Terms; or

(iii) acting in an un-sportsmanlike manner.

10. By participating and/or redeeming any Promotion Bonus, participants agree to release, defend, indemnify and hold harmless ClutchBet, Q Casino, and each of their respective parent corporations, subsidiaries, advertising and promotion agencies, affiliates, directors, officers, employees, representatives and agents (collectively, the "ClutchBet Parties"), 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) your participation in a Promotion;
- (ii) the receipt, use or misuse of the Bonus; and
- (iii) while preparing for, participating in, and/or traveling to any Promotion-related activity, including those damages caused by the ClutchBet Parties' own negligence. The ClutchBet Parties expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of a Bonus. The ClutchBet Parties are not responsible for any incorrect or inaccurate information, including errors or typos in these Promotional Terms, or any Promotion-related communication or materials.

11. No waiver of any of the provisions of these Promotional Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Promotional Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Promotional Terms, which will otherwise remain in full force and effect. These Promotional Terms may be changed, amended or terminated by ClutchBet, at any time and without notice.