

## **Terms of Use**

*Updated March 28, 2023*

**IMPORTANT! PLEASE CAREFULLY READ THESE TERMS OF USE BEFORE USING SPLASH SPORTS, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.**

### **1. Acceptance of terms**

Certamen Games, LLC d/b/a Splash Sports (collectively, “We”, “Us” or “Splash Sports”) provide a fantasy sports website located at [SplashSports.com](https://SplashSports.com) (the “Site”) and a related mobile app — which include all of the text, images, audio, code and other material they contain or provide (collectively, the “Content”) and all of the features, contests and other services they provide. Residents of the United States will be contracting with Splash Sports and residents of Canada will be contracting with Splash Sports. The Site, the mobile app, and any other features, tools, materials, or other services (including co-branded or affiliated services) offered from time to time by Splash Sports are referred to here as the “Service.” Please read these Terms of Use (the “Terms” or “Terms of Use”) carefully before using the Service. By using or otherwise accessing the Service, or clicking to accept or agree to these Terms where that option is made available, you (1) accept and agree to these Terms and our additional Contest Scoring and Rules and (2) consent to the collection, use, disclosure and other handling of information as described in our [Privacy Policy](#), (3) the collection and screening of your information against any restricted persons watchlists (including sanctions and Politically Exposed Persons) and (4) any additional terms, rules and conditions of participation in particular contests issued by Splash Sports from time to time. **IF YOU DO NOT AGREE TO THE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SITE, CONTENT OR SERVICES.** These Terms constitute a legal agreement between you and Splash Sports, and shall apply to your use of the Site and the Services even after termination.

Splash Sports may issue additional terms, rules and conditions of participation in particular contests. For example, Splash Sports may issue conditions as required by various state rules and regulations, which may impact your experience or participation on the Service. You agree to be subject to those additional rules if you participate in such contests.

## **2. Modification of Terms of Use**

Splash Sports reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. The most current version of these Terms will be posted on our Site. You shall be responsible for reviewing and becoming familiar with any such modifications. If a revision to the Terms, in our sole discretion, is material, we will notify you by contacting you through the email address associated with your account. Use of the Services by you after any modification to the Terms constitutes your acceptance of the Terms of Use as modified.

## **3. Eligibility**

You hereby represent and warrant that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations and warranties set forth in these terms and to abide by and comply with these terms.

By depositing money or entering a contest, you are representing and warranting that you are:

- of legal age to enter into a paid fantasy contest:
  - 21 years of age or older in Massachusetts, Iowa, Arizona and Louisiana;
  - 19 years of age or older in Alabama; or
  - 18 years of age or older in all other states, districts and territories of the United States of America in which participation in the contest is not prohibited by applicable law;
- a citizen or resident of the United States of America and that you have an address in the United States of America;
- physically located in the United States of America at time of depositing funds or entering a paid contest and in a jurisdiction in which participation in the contest is not prohibited by applicable law;
  - In Louisiana, participation is prohibited in the following parishes: Allen, Avoyelles, Beauregard, Caldwell, Catahoula, Franklin,

Grant, Jackson, Jefferson, Davis, LaSalle, Morehouse, Richland, Sabine, Union, Vernon, West Carroll, Winn.

- not listed on any U.S. Government list of prohibited or restricted parties;
- governed by and will abide at all times by these Terms of Use and any other agreements between you and Splash Sports regarding your use of the Service or participation in games;
- not physically located in any of the following states: Delaware, Hawaii, Connecticut, Iowa, New York, Indiana, Idaho, Montana, Nevada, Puerto Rico, Guam, U.S. Virgin Islands, or Washington, when depositing funds or entering a paid contest;
- not an employee or operator of another daily fantasy site that charges entrance fees or offers cash prizes
- not in possession, by virtue of affiliation with another daily fantasy site, of any daily fantasy site's pre-release non-public confidential data about contest-related information; and
- not subject to backup withholding tax because: (a) you are exempt from backup withholding, or (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.

If Splash Sports determines that you do not meet the eligibility requirements of this section, then you are not authorized to use the Service. Splash Sports may require you to provide proof that you are eligible to participate according to this section prior to receiving a prize. This includes by requesting that you fill out an affidavit of eligibility or other verification information (as discussed in Section 7 below). If Splash Sports otherwise determines that you do not meet the eligibility requirements of this section, in addition to any rights that Splash Sports may have in law or equity, Splash Sports reserves the right to terminate your account, withhold or revoke the awarding of any prizes associated with your account or limit your ability to withdraw. In such a situation, Splash Sports may pay out any withheld or revoked prizes to the other entrants in the relevant contest in a manner consistent with the prize structure of the contest, to be precisely determined by Splash Sports in its sole discretion. Splash Sports also reserves the right to withhold revoked prizes to use in furtherance of its fraud prevention or anti-money laundering efforts. Splash Sports employees may use the Service for the purpose of testing the user experience, but may not withdraw money or prizes except when playing in a private league. Relatives of Splash Sports employees with whom they share a household are not eligible to participate in paid contests unless they are

private contests with other Splash Sports employees or household members. Splash Sports consultants and promoters of the Service may play in contests without such limitation, but only if (i) their arrangement with Splash Sports does not permit them to have any access to non-public Service data or any other data not made available to all players on the Service and (ii) they do not receive any other advantages in their play on the Service.

Splash Sports makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law.

Employees or operators of other daily fantasy sites that charge entry fees or offer cash prizes, including but not limited to Splash Sports, DraftKings, Underdog, Prize Picks, FanTrax, Owners Box, and FanDuel, and individuals who, by virtue of affiliation with another daily fantasy site, have access to the site's pre-release non-public confidential data about game-related information may not enter any contests in which a real money prize is awarded. If such person enters a Splash Sports contest that awards prizes, Splash Sports will disqualify the entry, will not award a prize, and may report such person's violation of this provision to their employer or affiliate daily fantasy site. Additionally, Splash Sports may maintain information about the person sufficient to assist Splash Sports in blocking the user from entering future Splash Sports contests, unless and until Splash Sports determines, in its sole discretion, that the user is no longer an employee or operator of another daily fantasy site or no longer has access to pre-release non-public confidential data about game-related information by virtue of affiliation with a daily fantasy site.

Athletes, coaches and other team management, team support personnel (e.g., without limitation, team physicians) and team owners may not participate in any Splash Sports contests in the sport or sports with which they're associated. Team owners, referees, league employees, sports commissioners and other individuals who, through an ownership interest or game-related employment, can influence the gameplay are likewise ineligible.

Splash Sports offers proactive tools and support meant to encourage healthy player behavior and deliver positive player experiences. We also allow qualified third parties, who have concerns about a player's ability to manage their play, to request a limitation on that player's use of Splash Sports. You can learn more about our responsible play policies and tools [here](#).

## **4. Game of Skill**

Splash Sports contests are games of skill. Winners are determined by the objective criteria stated in each contest's rules. For each contest, winners are determined by the entrants' use of their skill and knowledge of relevant professional sports information and fantasy sports rules to accumulate the most fantasy points. Fantasy points are accumulated through the performance of individual athletes in sports events. Splash Sports' contests may not be used for any form of illicit gambling.

## **5. Registration**

In order to participate in a contest on the Service, you must register for an account. By registering as a user of the Service, you agree to provide accurate, current and complete information about yourself as prompted (such information being the "Registration Data") and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or Splash Sports has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, Splash Sports may deny you access to areas requiring registration, or terminate your account, at its sole discretion.

### **5.1 One Account Per User**

You may establish, maintain, use and control only one account on the Service. Each account on the Service may only be owned, maintained, used and controlled by one individual. For avoidance of doubt, users may not "co-own" accounts on the Service. In the event Splash Sports determines that you have opened, maintained, used or controlled more than one account, in addition to any other rights that Splash Sports may have, Splash Sports reserves the right to suspend or terminate any or all of your accounts and terminate, withhold or revoke the awarding of any prizes.

You agree that the sole and specific purpose of creating an account on Splash Sports is to participate in fantasy sports contests on the Service. Splash Sports shall be entitled to suspend, limit or terminate your account if we determine, in our sole discretion, that you are depositing funds without the intention of using them in contests on the Service. In such circumstances, we may also report such activity to relevant authorities.

## **5.2 Account Password and Security**

At the time of registration for online account access, you must provide a valid email address and supply a Username and Password to be used in conjunction with your account. You may not use a Username that promotes a commercial venture or a Username that Splash Sports in its sole discretion deems offensive. Many portions of the Service require registration for access (the “Restricted Areas”). You are responsible for maintaining the confidentiality of Password, and are fully responsible for all uses of your Username and Password, whether by you or others. You agree to (a) never to use the same Password for the Service that you use or have ever used outside of the Service; (b) keep your Username and Password confidential and not share them with anyone else; (c) immediately notify Splash Sports of any unauthorized use of your Username and Password or account or any other breach of security; and (d) use only your own Username and Password to access the Service’s Restricted Areas. Splash Sports cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

You acknowledge and agree that Splash Sports is authorized to act on instructions received through the use of your Username and Password, and that Splash Sports may, but is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you, or for any other reason.

Splash Sports may require you to change your Username or may unilaterally change your Username.

## **5.3 Communications and Information Practices**

As a result of your registration for the Service, you may receive certain commercial communications from Splash Sports. You understand and agree that these communications are part of your registration, and that, to the extent required by law, you may opt out of receiving these communications at any time by either using the unsubscribe functionality or sending an email to [privacy@SplashSports.com](mailto:privacy@SplashSports.com). Following such an opt-out, we may still communicate with you via email to the extent permitted by applicable law.

Certain contests on Splash Sports may require, as a condition of entry, that you opt in to receiving communication that may include marketing from a third party.

Such contests will contain clear and conspicuous opt in terms and you may, nevertheless, opt out of the same communication and/or third-party marketing following your entry into that contest.

For further information about how Splash Sports may use your data and communicate with you, please see our [Privacy Policy](#).

#### **5.4 No Advertising or Marketing to Minors.**

Splash Sports does not offer its products and services to minors. The Company will not market exclusively or primarily to minors, according to the definition of minor in each state where Splash Sports offers its products and services. Splash Sports (a) requires all partner media outlets, websites, or other entities to agree to take all reasonable measures to not target minors on behalf of the Company, (b) makes all reasonable efforts to ensure that advertising networks do not place Splash Sports material on any websites that are aimed exclusively or primarily at minors, (c) does not use any search engine optimization terms that target exclusively or primarily to minors, (d) require that individuals or other entities speaking on behalf of Splash Sports on television, radio, or online outlets understand and acknowledge the Company's policies, and (f) ensures that any promotional events are staffed by individuals that understand and acknowledge the Company's policies.

### **6. Disqualification and Contest Cancellation**

Splash Sports also reserves the right to cancel contests, in our sole discretion, without any restrictions.

Splash Sports, in its sole discretion, may disqualify you from a contest or the entire Service, refuse to award fantasy points or prizes and require the return of any prizes, or suspend, limit, or terminate your account if you engage in conduct Splash Sports deems, in its sole discretion, to be improper, unfair, fraudulent or 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 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; bullying or harassing behavior toward other Splash Sports users; abusing the Service in any way; or otherwise violating these Terms of Use. You acknowledge that the forfeiture and/or return of any prize shall in no way prevent Splash Sports from informing the relevant authorities, and/or pursuing criminal or civil proceedings in connection with such conduct.

If for any reason the Service is not running as originally planned (*e.g.*, if the Site becomes corrupted or does not allow the proper usage and processing of entries in accordance with the rules, or if infection by a computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind that, in the sole opinion of Splash Sports, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Service), Splash Sports reserves the right, in its sole discretion, to disqualify any individual implicated in or relating to the cause and/or to cancel, terminate, extend, modify or suspend the Service, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification may be posted on the Site.

The failure of Splash Sports to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act(s) of public enemies, actions of governmental authorities outside of the control of Splash Sports (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.

## **7. Deposits and Withdrawals Generally**

By depositing funds or entering paid contests, you agree to provide us with a valid 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 funds into your account 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 checks on playing patterns and deposits prior to processing a withdrawal, and we may request



additional information before permitting a withdrawal. Subject to such checks, you may close your account and withdraw your deposits and/or winnings at any time and for any reason.

Splash Sports may limit the amount a user can deposit into his or her account in accordance with state-imposed deposit limits.

Before making any payment, Splash Sports may require that an entrant complete and execute an affidavit of eligibility in which, among other things, the entrant is required to represent and warrant that the entrant is eligible to participate in a contest, is otherwise in compliance with this Agreement and, potentially, is required to provide documentation or proof of eligibility and compliance. If Splash Sports requests that an entrant completes and executes such an affidavit and the entrant fails to do so within seven (7) days, or Splash Sports otherwise determines that the entrant does not meet the eligibility requirements or is not in compliance with these Terms, Splash Sports 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, Splash Sports 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.

Entrants may withdraw their cash prize awards as well as cash deposits by using the "Withdrawal" option on the Website. Entrants may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a driver's license, proof of residence, and/or any information relating to payment/deposit accounts as reasonably requested by Splash Sports in order to complete the withdrawal of prizes. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms in any manner.

Any withdrawal requests, after approved by Splash Sports, will be credited back to the same method of payment used to deposit funds on the Website when possible. Splash Sports will only release withdrawals to a different payment method other than that which was used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the payment method(s) used for the deposit(s).

## **7.1 Jurisdictional Restrictions**

If you are an entrant residing in Missouri, you can withdraw the funds maintained in your individual account, whether such account is open or closed, within five (5) business days of the request being made, unless Splash Sports believes in good faith that the you engaged in either fraudulent conduct or other conduct that would put Splash Sports in violation of sections 313.900 to 313.1020, RSMo, in which case Splash Sports may decline to honor the request for withdrawal for a reasonable investigatory period until its investigation is resolved if it provides notice of the nature of the investigation to you. For the purposes of this provision, a request for withdrawal will be considered honored if it is processed by Splash Sports but delayed by a payment processor, credit card issuer, or by the custodian of a financial account.

Checks for withdrawal requests are processed within 14 business days, with the exception of any such requests coming from persons physically located in Iowa, which will be processed within 5 days, and are sent via U.S. Mail. Promotional deposits, credits, and other bonuses may not be withdrawn from a Splash Sports account unless appropriate terms of the promotion are achieved first by the user.

## **7.2 Segregation of User Funds**

User deposits and contest winnings are held in a separate, segregated bank account (the “Segregated Account”) held by Splash Sports at MVB Bank. Withdrawals which will be made from this Segregated Account, and checks issued from the Segregated Account, may bear the names of Certamen Games, LLC, Splash Sports or MVB Bank. Vendors, players, and creditors shall be aware that the funds in the Segregated Account are the property of Splash Sports’ users, do not belong to Splash Sports, and are not available to creditors of Splash Sports. Splash Sports is prohibited from commingling funds held by Splash Sports and funds held in the Segregated Account.

Splash Sports will take appropriate steps to prevent unauthorized withdrawals from consumer accounts. In the event of a dispute as to the identity of a customer, Splash Sports can and does require its users to produce a copy of their driver’s license, credit cards, utility bills or passport for identity verification. If a customer cannot validate their identity and account, Splash Sports will not release the funds from the account. Once per month, Splash Sports shall reconcile all liabilities owed to users and the sum of funds or credits in the Segregated Account and credits due

to Splash Sports from credit card processors as of the end date of the immediately preceding month.

Users who believe that funds held by or their accounts with Splash Sports have been misallocated, compromised or otherwise mishandled, may register a complaint with Splash Sports online by e-mailing [support@SplashSports.com](mailto:support@SplashSports.com) or in writing to: Splash Sports, 383 Corona Street, Unit #819, Denver, CO 80220. Splash Sports shall use its best efforts to respond to such complaints within ten (10) days. If Splash Sports 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 Splash Sports to process the complaint, the response will note the form and nature of the necessary additional information needed.

A player can request to withdraw funds from their account at any time. Requests for withdrawal will be honored by the later of five business days or ten business days of submission of any tax reporting paperwork required by law, unless Splash Sports believes in good faith that the player engaged in either fraudulent conduct or other conduct that would put Splash Sports in violation of Delaware state law. A request for withdrawal will be considered honored if it is processed by Splash Sports but delayed by a payment processor, credit card issuer, or by the custodian of a financial account. Players can also permanently close their account at any time for any reason through the Splash Sports customer service department.

### **7.3 Taxation**

Once each year, all Splash Sports users who have won \$600 or more over the previous year must provide updated address and social security details to Splash Sports. These details will be used to allow Splash Sports to comply with tax regulations and may be shared with appropriate tax authorities. You, not Splash Sports, are responsible for filing and paying applicable state and federal taxes on any winnings. Splash Sports does not provide tax advice, nor should any statements in this agreement or on the Service be construed as tax advice.

By agreeing to these Terms, you are consenting to electronic delivery of all informational tax forms such as Form 1099 and Form W-2G.

## **8. Publicity**

By entering a contest, you consent to Splash Sports', its service providers' and business partners' use of your name, voice, likeness, location and photograph in connection with the development, production, distribution and/or exploitation (including marketing and promotion) of the selected contest and/or other Splash Sports contests and Splash Sports generally, unless otherwise prohibited by law. Splash Sports and its business partners reserve the right to make public statements about the entrants and winner(s) on-air, on the Internet or otherwise, prior to, during or following the contest. Entrants agree that Splash Sports may announce any winner's name on-air or on any of its websites or any other location at any time in connection with the marketing and promotion of Splash Sports or other contests or games operated by Splash Sports. You agree that participation in and the winning of a prize in connection with a contest constitute complete compensation for your obligations under this paragraph and you agree not to seek to charge a fee or impose other conditions on the fulfillment of these obligations. The rules specific to certain contests may contain additional publicity obligations or may require a written signature on a separate publicity waiver.

## **9. Contest Entry**

Each Splash Sports contest has an entry fee listed in US dollars. When you choose to participate in a contest, that amount in US dollars will be debited from your Splash Sports account and you must follow the links and instructions provided for entry. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose Username the entry was submitted, or if possession of the Username itself is contested and in Splash Sports' opinion sufficiently uncertain, the name in which the email address on file was registered with the email service provider. Splash Sports reserves the right to decline to award a prize to an individual it believes in its sole discretion did not submit the winning entry.

The maximum number of entries an Authorized Account Holder may submit for a particular Contest is listed in the "Contest Rules" tab of each Contest.

### **9.1 User Entry Cancellation**

Once a contest has been filled, users may not cancel their entries, *i.e.*, withdraw from the contest and receive a refund of their entry fee. For contests that have not filled, users may cancel entries up to 15 minutes prior to game start. If you timely cancel an entry, your entry fee will be refunded back into your Splash Sports

account. Splash Sports has no obligation to honor cancellation requests received within 15 minutes of or after game start. Similarly, contests lock when the first game starts and no more entries or lineup changes may be made at that time.

## **9.2 Responsible Gaming and Self-Exclusion**

Information about responsible gaming, including self-exclusion and self-limitation options, is available [here](#). If you self-exclude, you will be removed from any upcoming contests as set forth in the self-exclusion procedures available [here](#), and any entry fees for such upcoming contests you are removed from will be refunded to you.

## **9.3 No Advertising or Marketing to Self-Excluded Users**

Splash Sports prohibits marketing the Splash Sports platform to users who reside on any self-exclusion lists. In the case of a user joining the Splash Sports self-exclusion list or a local jurisdictional self-exclusion list, marketing distribution (e.g., email newsletters, ads, promotions) will be halted until the expiration from the given exclusion list.

## **10. Contest Term**

Splash Sports offers contests for professional sports events that may take place on a single day, over multiple days, one week, several weeks or for an entire season.

## **11. Prizes**

After each contest ends, the tentative winners are announced but remain subject to final verification. The players in each contest who accumulate the most fantasy points and comply with eligibility requirements and applicable rules will win prizes as set out in the contest details. Prizes are added to the winning player's account balance. In the event of a tie, the prize is divided evenly between the tied players, unless otherwise specified.

Splash Sports offers a number of different types of contests. For each contest, we announce the entry fees and prizes in advance on the contest page. A list of all currently open contests, along with entry fees and prizes, can be found in the main lobby of the Site.

Prizes will only be awarded if a Contest is run. We reserve the right to cancel contests at any time. In the event of a cancellation, all entry fees will be refunded to the customer except as specifically provided in these Terms.

Guaranteed prizes are offered in connection with some of the contests offered by the Site. Each contest or promotion is governed by its own set of official rules. We encourage you to read each contest rules and promotions before participating. Prize calculations are based on the results as of the time when final scoring is tabulated by Splash Sports. Once winners are announced by Splash Sports, the scoring results will not be changed, despite any official adjustments made by the professional leagues. However, Splash Sports reserves 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. We also may make adjustments in the event of noncompliance with the Terms. Splash Sports has no obligation to delay the awarding of a prize in anticipation of any adjustment and we reserve the right to reverse payments in the event of any adjustment. You agree to cooperate with our efforts to reverse payments.

No substitution or transfer of a prize is permitted. All taxes associated with the receipt or use of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of the Contest is challenged by any legal authority, Splash Sports reserves the right in its sole discretion to determine whether or not to award or adjust such prizes. In all disputes arising out of the determination of the winner of Splash Sports contests, Splash Sports is the sole judge and its actions are final and binding.

## **11.1 Notification**

Winners are generally posted on the Site after the conclusion of each contest by 12 PM ET on the following day. Winners may be requested to return via email or regular mail an affidavit of eligibility, a publicity agreement and appropriate tax forms by a specified deadline. Failure to comply with this requirement can result in disqualification. Any prize notification returned as undeliverable may result in disqualification and selection of an alternate winner. In addition, a list of winners and winner's names for each competition period may be obtained by writing to: Splash Sports, 383 Corona Street, Unit #819, Denver, CO 80220.

## **12. Bonuses and Promotions**

Splash Sports frequently offers bonuses to newly depositing users and for other marketing purposes. Certain bonuses are awarded as a “pending bonus” earned gradually when users enter and complete paid contests. A user’s pending bonus is converted into a monetary credit that can be used to play on Splash Sports as the user enters real money contests in accordance with the terms of the offer or promotion.

In cases where you have participated in a promotion to receive a bonus or other benefit, you may be required to play through your deposit by entering contests whose total entry fees equal the value of the deposit to receive the entirety of such bonus.

Unless otherwise stated, any unconverted pending bonus remaining in a player’s account 30 days after it has been initially credited can be removed by Splash Sports. Any credit a new user receives is for entry into competitions on Splash Sports and can only be withdrawn if they have been previously entered into at least one contest. Additionally, if a user immediately withdraws money after a deposit which triggers a deposit bonus, then the bonus will be retracted. Should any user abuse or attempt to abuse the bonus system, Splash Sports reserves the right to retract that user’s bonus(es).

Splash Sports may also offer Splash Cash, in accordance with the terms of a promotion or for other marketing purposes at Splash Sports’ sole discretion.

Splash Sports frequently offers monetary credits for players competing various contests and free sponsored contests, or for referring new users to Splash Sports (“Refer-A-Friend Bonus” or “RAF”). Splash Sports reserves the right to reclaim these credits if players do not use them to enter real money contests within 30 days of their initial crediting, or within the minimum amount of time allowed by applicable law. These credits can be used to enter real money contests but cannot be immediately withdrawn.

## **12.1 Commissioner Incentive Program**

Splash Sports prides itself on being the go-to Site for peer-to-peer contests and wants to encourage all of its users to start and play contests with their friends. Accordingly, Splash Sports has created an incentive program that will reward all users who run successful private contests (measured by number of entrants and/or total prizes awarded) with monthly cash bonuses. These contest commissioner

incentive bonuses will be payable directly into the user's account and will not be subject to any play-through or other requirements prior to withdrawal.

### **13. Statistics Providers**

Splash Sports utilizes third-parties to provide statistics for most contests. Sportradar provides statistics for all NFL, MLB, NHL, College Football, College Basketball, NBA, and PGA contests.

To the extent that we offer 'live' statistics during gameplay, all live statistics and other information provided through the Splash Sports Site and related information sources are unofficial. Live sports statistics and their respective components are offered for informational and/or entertainment purposes only and are not used to determine the results of our contests. While Splash Sports and the third parties used to provide our Services use reasonable efforts to include accurate and up-to-date information, neither Splash Sports nor its third-party providers warrant or make any representations of any kind with respect to the information provided through the Site and related information sources. Splash Sports 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 Splash Sports Site and related information sources, and shall not be responsible or liable for any error or omissions in that information.

### **14. Conduct**

As a condition of use, you promise not to use the Services for any purpose that is unlawful or prohibited by these Terms, or any other purpose not reasonably intended by Splash Sports. By way of example, and not as a limitation, you agree to not:

- abuse, harass, impersonate, intimidate or threaten other Splash Sports users;
- post or transmit, or cause to be posted or transmitted, any Content that is infringing, libelous, defamatory, abusive, offensive, obscene, pornographic or otherwise violates any law or right of any third party;
- use the Service for any unauthorized purpose, or in violation of any applicable law, including intellectual property laws;



- post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any Splash Sports user;
- create or submit unwanted email (“Spam”) to any other Splash Sports users;
- infringe upon the intellectual property rights of Splash Sports, its users, or any third party;
- submit comments linking to affiliate programs, multi-level marketing schemes, sites repurposing existing stories or off-topic content;
- post, email, transmit, upload, or otherwise make available any material that contains software viruses or any other computer code, files or programs designed or functioning to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- use any robot, spider, scraper, sniping software or other automated means to access the Service for any purpose (except for RSS feed access) without our express written permission. Additionally, you agree that you will not: (1) take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure; (2) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (3) bypass any measures we may use to prevent or restrict access to the Service;
- use artificial means, including creating multiple user accounts, to inflate your position and standing with the Splash Sports leader boards and community;
- use unauthorized scripts; all authorized scripts will be made available through the Service prior to game entry;
- advertise to, or solicit, any user to buy or sell any products or Service, or use any information obtained from the Service in order to contact, advertise to, solicit, or sell to users without their prior explicit consent;
- sell or otherwise transfer your profile;
- attempt to influence the play in any sporting event from which athletes are available for selection in Splash Sports contests on Splash Sports in which you are involved or in which you have a direct or indirect interest.
- enter into contests, by any means including multi-accounting, for which you are ineligible (*e.g.*, beginner contests when you are not a beginner).

Violation of our rules may result in the removal of your Content from the Service, forfeiture of winnings, and/or the canceling of your account. You acknowledge and agree that Splash Sports may remove any User Content (defined below) and terminate any Splash Sports account at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content). To report Terms of Use violations, please contact us at [info@splashsports.com](mailto:info@splashsports.com).

## **15. User Content**

You understand that all Content made available on the Service by a user (“User Content”), including but not limited to profile information and communications with other users, whether privately transmitted or made publicly available, is the sole responsibility of the person from which such User Content originated. This means that you, not Splash Sports, are entirely responsible for all User Content that you upload, post, share, email, transmit, or otherwise make available via the Service. Under no circumstances will Splash Sports be liable in any way for any User Content.

You acknowledge that Splash Sports may or may not pre-screen User Content, but that Splash Sports and its designees have the right (but not the obligation) in their sole discretion to pre-screen, refuse, permanently delete, undelete, modify and/or move any User Content available via the Service. Without limiting the foregoing, Splash Sports and its designees shall have the right to remove any User Content that violates these Terms or is otherwise objectionable in Splash Sports’ sole discretion. You understand that by using the Service, you may be exposed to User Content that you may consider to be offensive or objectionable. You agree that you must evaluate, and bear all risks associated with, the use or disclosure of any User Content. You further acknowledge and agree that you bear the sole risk of reliance on any Content available on or through the Service.

With respect to the User Content you submit or otherwise make available on or to the Service, you grant Splash Sports an irrevocable, fully sub-licensable, perpetual, world-wide, royalty-free, non-exclusive license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such User Content (in whole or in part), and to incorporate such User Content into other works, in any format or medium now known or later developed.

You are solely responsible for your interactions with other users of the Service. Splash Sports reserves the right, but has no obligation, to monitor disputes between you and other users.

## **16. Indemnity**

You agree to release and to indemnify, defend and hold harmless Splash Sports and its parents, subsidiaries, affiliates and agencies, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities, from and against any and all losses, liabilities, expenses, damages, costs (including attorneys' fees and court costs) claims or actions of any kind whatsoever arising or resulting from your use of the Service, your violation of these Terms of Use, your receipt, ownership, use or misuse of any prize, and any of your acts or omissions that implicate publicity rights, defamation or invasion of privacy. Splash Sports reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Splash Sports in the defense of such matter.

## **17. Warranty disclaimers**

You expressly understand and agree that your use of the Service is at your sole risk. The Service (including the Service and the Content) are provided on an "AS IS" and "as available" basis, without warranties of any kind, either express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that Splash Sports has no control over, and no duty to take any action regarding: which users gain access to or use the Service; what effects the Content may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the Content. You release Splash Sports from all liability for you having acquired or not acquired Content through the Service. The Service may contain, or direct you to other websites containing information that some people may find offensive or inappropriate. Splash Sports makes no representations concerning any Content contained in or accessed through the Service, and Splash Sports will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Service. Splash Sports makes no representation that participation in paid entry fantasy sports contests is lawful under Texas state law.

## **18. Limitation on liability**

YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR YOUR USE OF THE SITE AND SERVICE. YOU ACKNOWLEDGE AND AGREE THAT ANY INFORMATION YOU SEND OR RECEIVE DURING YOUR USE OF THE SITE AND SERVICE MAY NOT BE SECURE AND MAY BE INTERCEPTED OR LATER ACQUIRED BY UNAUTHORIZED PARTIES. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SITE AND SERVICE IS AT YOUR OWN RISK. RECOGNIZING SUCH, YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SPLASH SPORTS NOR ITS SUPPLIERS OR LICENSORS WILL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER TANGIBLE OR INTANGIBLE LOSSES OR ANY OTHER DAMAGES BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY (EVEN IF SPLASH SPORTS HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE SITE OR SERVICE; THE USE OR THE INABILITY TO USE THE SITE OR SERVICE; UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE OR SERVICE; ANY ACTIONS WE TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS YOU SEND TO US; ANY INCORRECT, ILLEGIBLE, MISDIRECTED, STOLEN, INVALID OR INACCURATE ENTRY INFORMATION; HUMAN ERRORS; TECHNICAL MALFUNCTIONS; FAILURES, INCLUDING PUBLIC UTILITY OR TELEPHONE OUTAGES; OMISSIONS, INTERRUPTIONS, LATENCY, DELETIONS OR DEFECTS OF ANY DEVICE OR NETWORK, PROVIDERS, OR SOFTWARE (INCLUDING, BUT NOT LIMITED TO, THOSE THAT DO NOT PERMIT A USER TO PARTICIPATE IN THE SERVICE); ANY INJURY OR DAMAGE TO COMPUTER EQUIPMENT; INABILITY TO FULLY ACCESS THE SITE OR SERVICE OR ANY OTHER WEBSITE; THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ENTRIES, IMAGES OR OTHER CONTENT OF ANY KIND; DATA THAT IS PROCESSED LATE OR INCORRECTLY OR IS INCOMPLETE OR LOST; TYPOGRAPHICAL, PRINTING OR OTHER ERRORS, OR ANY COMBINATION THEREOF; OR ANY OTHER MATTER RELATING TO THE SITE OR SERVICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SPLASH SPORTS' LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE

AMOUNT PAID, IF ANY, BY YOU TO SPLASH SPORTS FOR GENERAL USE OF THE SITE OR SERVICE DURING THE TERM OF YOUR REGISTRATION FOR THE SITE, NOT INCLUDING ANY ENTRY FEES FOR CONTESTS COMPLETED PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

## **19. Our proprietary rights**

All title, ownership and intellectual property rights in and to the Service are owned by Splash Sports or its licensors. You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by Splash Sports, you agree not to copy, modify, rent, lease, loan, sell, distribute, perform, display or create derivative works based on the Service, in whole or in part.

## **20. Links**

The Service provides, or third parties may provide, links to other World Wide Web sites, applications or resources. Because Splash Sports has no control over such sites, applications and resources, you acknowledge and agree that Splash Sports is not responsible for the availability of such external sites, applications or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Splash Sports shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **21. Termination and suspension**

Splash Sports may terminate or suspend all or part of the Service and your Splash Sports account immediately, without prior notice or liability, if you breach any of the terms or conditions of the Terms. Upon termination of your account, your right to use the Service will immediately cease. If you wish to delete your Splash Sports

account, you may contact us via email to [privacy@splashsports.com](mailto:privacy@splashsports.com) with a note to say you wish to delete your account.

The following provisions of the Terms survive any termination of these Terms: CONDITIONS OF PARTICIPATION (except for Registration and Account Password and Security); GAME RULES (only Bonuses and Promotions); CONDUCT (only User Content); INDEMNITY; WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY; OUR PROPRIETARY RIGHTS; LINKS; TERMINATION; NO THIRD-PARTY BENEFICIARIES; GENERAL INFORMATION.

If your account is subject to a suspension, you must respect the restrictions and limitations imposed on your account as part of the suspension, and you should communicate with Splash Sports regarding restoration of your account only via [support@SplashSports.com](mailto:support@SplashSports.com).

## **22. 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.

## **23. Notice and procedure for making claims of copyright infringement**

Splash Sports may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who infringe the intellectual property of others. If you believe that your copyright or the copyright of a person on whose behalf you are authorized to act has been infringed, please provide Splash Sports' Copyright Agent a written Notice containing the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Splash Sports' Copyright Agent can be reached in the following ways:

Mail: Splash Sports, 383 Corona Street, Unit #819, Denver, CO 80220.

Email: [copyright@SplashGames.com](mailto:copyright@SplashGames.com)

To be valid, a Notice must be in writing and must follow the instructions above. You also may use the contact information in this Section to notify us of alleged violations of other intellectual property rights.

#### **24. Consent to Jurisdiction in Colorado and Attorney's Fees.**

The exclusive jurisdiction and venue for proceedings involving any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Site (including all commercial transactions conducted through the Site) ("Claims") shall be the courts of competent jurisdiction sitting within Denver County, Colorado (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient; (b) you and Splash Sports waive any and all rights to trial by jury with respect to any Claims.

In the event that either party initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing this Agreement and the Forum to which the parties have herein agreed.

These Terms shall be governed by the internal substantive laws of the State of Colorado, without respect to its conflict of laws principles. Any claim or dispute between you and Splash Sports that arises in whole or in part from these Terms, the Site or any contest shall be decided exclusively by a court of competent jurisdiction located in Denver County, Colorado.

#### **25. Application License**

Subject to your compliance with these Terms, Splash Sports grants you a limited non-exclusive, non-transferable license to download and install a copy of the app

on a device that you exclusively control and to run such copy of the app solely for your own personal use. Splash Sports reserves all rights in and to the app not expressly granted to you under these Terms. You will not run any version of the app on a jailbroken device.

If you have downloaded our app, you agree to promptly download and install any new version that we make available through the iTunes App Store or Google Play store, as applicable. Some new versions may contain updated Terms. Some new versions may contain security fixes and service improvements, whether or not we disclose that they do; accordingly, failure to promptly update your version of the App may in some cases expose you to increased security risks or Service malfunctions.

### **25.1. Additional Terms for the Splash Sports iOS App**

You acknowledge and agree that (i) these Terms are binding between you and Splash Sports only, and Apple is not a party hereto, and (ii) as between Splash Sports and Apple, it is Splash Sports that is responsible for the app and the content thereof. You must use the iOS app only on an Apple-branded product that runs iOS. Your use of the app must comply with the terms of use applicable to the Apple source from which you obtain it (including the Usage Rules set forth in the Apple App Store Terms of Service). You acknowledge that Apple has no obligation to furnish you with any maintenance and support services with respect to the app.

You acknowledge that Apple is not responsible for addressing any claims you have or any claims of any third-party relating to the app or your possession and use of the app, including, but not limited to (i) product warranty or liability claims; (ii) any claim that the app fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; or (iv) claims that the app infringes a third party's intellectual property right(s).

In the event of any failure of the iOS version of the app to conform to any applicable warranty that has not been effectively disclaimed by these Terms, you may notify Apple, and Apple will refund the purchase price for the app (if any) to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the app, and, as between Apple and Splash Sports, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Splash Sports' responsibility, but only to the extent provided by these Terms. Please read the



entire Terms, as other sections of these Terms limit Splash Sports' liability in this regard.

Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms. Upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third-party beneficiary thereof. There are no other third-party beneficiaries of the Terms.

## **26. Statute of Limitations**

You and Splash Sports agree that any claims or lawsuits, regardless of form, arising out of or related to the Site (including Services) or these Terms or Privacy Policy must be filed within one (1) year of the action, omission, event or occurrence giving rise to the claim or suit, after which such claims will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or repose by law or statute. This statute of limitations provision does not apply to residents of New Jersey.

## **27. Account Abandonment**

If your account remains inactive for the amount of time specified by applicable state law, usually between thirty-six (36) and sixty (60) months, it will be considered abandoned. Once an account is abandoned, Splash Sports is required by state law to remit the abandoned funds to the appropriate state agency as unclaimed property. Splash Sports may also charge additional fees associated with the delivery of abandoned funds to the applicable state agency.

## **28. Waiver and Severability of Terms**

The failure of Splash Sports to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect.

## **29. Additional Terms for Our California Consumers**

Under California Civil Code Section 1789.3, California consumers are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N – 112, Sacramento, CA 95834, or by telephone at 1(800) 952 – 5210.

### **30. Entire Agreement**

These Terms, and any additional terms, rules and conditions of participation in particular contests that Splash Sports may post on the Service, constitute the entire agreement between you and Splash Sports with respect to the Service and supersedes any prior agreements, oral or written, between you and Splash Sports. In the event of a conflict between these Terms and the additional terms, rules and conditions of participation in particular contests, the latter will prevail over the Terms to the extent of the conflict.