

OREGON STATE LOTTERY
TERMS AND CONDITIONS
FOR
DRAFTKINGS SPORTSBOOK OFFICIAL PROVIDER OF THE OREGON LOTTERY

Effective January 7, 2022

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INTRODUCTION

The DraftKings Sportsbook Official Provider of the Oregon Lottery is a digital sports betting game authorized by the Oregon State Lottery Commission and offered by the Lottery through the Lottery's provider, DraftKings. The Lottery's registered offices are at 500 Airport Road SE, Salem, Oregon 97301. Visit the Oregon Lottery site at www.oregonlottery.org for more information and to view the Lottery responsible gaming initiatives.

In addition to these Terms and Conditions, the Lottery and Lottery games are governed by Rules and Laws. In particular, most rules applicable to the DraftKings Sportsbook are in [OAR chapter 177, division 093](#). In addition, the Lottery Games General Operating Rules set forth in [OAR chapter 177, division 046](#) govern the DraftKings Sportsbook. Other Rules and Laws may apply. You can access and read relevant Laws and Rules by clicking the links within these Terms and Conditions or upon request to the Oregon State Lottery.

In order to play digital sports betting games through the DraftKings Sportsbook Mobile App or Site, you (the "Player") must first enter into the Terms and Conditions set forth below. The Terms and Conditions form a contract between you and Lottery that sets out each party's rights and responsibilities regarding your Player Account, Lottery Games and Services. The Lottery may authorize DraftKings to conduct any activities described herein on behalf of the Lottery. Please review these Terms and Conditions carefully before accepting them.

Additionally, in order to play digital sports betting games through the DraftKings Sportsbook Mobile App or Site, you must agree to and comply with the DraftKings Terms of Use (defined as the "Terms of Use" below). The Terms of Use form a contract between you and DraftKings that sets out each party's rights and responsibilities regarding your Player Account and playing the DraftKings Sportsbook. Part of the agreement may require you to provide your personal information and this information may be used and shared by DraftKings as described in the DraftKings Terms of Use. DraftKings may, in its sole discretion, choose not to open, or to close, a Player Account resulting in the inability for the Player to Deposit or Bet. After you Deposit moneys into the Player Account, a digital gaming account (the "Player Account," as more specifically defined below) will be created that will synchronize with the funds you have deposited or won. The Player Account shows the amount of credit available to you to place Bets. After you have completed placing a winning Bet, any amount won (including the prize amount less any required tax, support obligations or other legally required withholdings are successfully completed) will be deposited into your Player Account. Please review the Terms of Use carefully before accepting. In the event of a conflict between these Terms and Conditions and the DraftKings Terms of Use, the DraftKings Terms of Use shall control unless:

1. The conflicting provisions of the DraftKings Terms of Use is contrary to Law, or would require the State of Oregon to waive any form of defense or immunity available to it, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise;
2. The conflicting provisions of the DraftKings Terms of Use would require Lottery to act contrary to Law, or prevent Lottery from acting as required by Law; or

3. The conflicting provisions of the DraftKings Terms of Use limit the ability of the Director of the Oregon Lottery or the State of Oregon Lottery Commission from making decisions or determinations that are explicitly reserved the Director or the Commission by Law.

If your Prize exceeds a certain amount, you must provide your social security number ("SSN") as required by [OAR 177-046-0110\(1\)\(i\)](#), so that Lottery or its contractor may administer any required tax, support obligations or other required withholdings from your Prize; this disclosure is mandatory and neither Lottery nor its contractor may pay a Prize if you do not supply your SSN.

1. AGREEMENT AND DEFINITIONS

1.1 Agreement. By opening a Player Account on the Mobile App or Site, the Player agrees that these Terms and Conditions:

- a. Form a contract entered into by electronic communications without necessity of a physical document and original handwritten signature between Lottery and the Player;
- b. Are governed by all applicable Rules and Laws (as defined below);
- c. Override any prior agreements the Player may have entered into with the Lottery in relation to any Services;
- d. Are in addition to the Laws and Rules that govern the Lottery and Lottery Games. In the event of a conflict, the Laws and Rules override these Terms and Conditions; and
- e. Are in addition to the DraftKings Sportsbook Terms of Use and In-game Rules that are available to Players within the Mobile App or Site.

1.2 Incorporated by Reference. DraftKings Sportsbook is governed by these Terms and Conditions, Laws and Rules that govern the Lottery and Lottery Games, the Lottery's privacy policy, the DraftKings Terms of Use and additional In-game Rules that are available on the Mobile App or Site. These are hereby incorporated into these Terms and Conditions.

1.3 Definitions. Unless the context indicates otherwise, capitalized terms used in these Terms and Conditions have the meanings given below or as provided in the Laws or Rules. Defined terms are capitalized throughout the Terms and Conditions for the convenience of the reader.

"**Bet**" or "**Wager**" has the meaning given in [OAR 177-093-0005](#).

"**Bonus**" has the meaning given in [OAR 177-046-0015](#).

"**Confirmed**" has the meaning given in [OAR 177-093-0005](#).

"**Deposit**" means money a Player adds to their Player Account that is reflected in the Player Balance that may be used to play Games and place Bets.

"**Dormant**" has the meaning given in [OAR 177-046-0015](#).

"**DraftKings**" has the meaning given in [OAR 177-093-0005](#).

"**DraftKings Sportsbook**" has the meaning given in [OAR 177-093-0005](#).

"**Funds Balance**" has the meaning given in [OAR 177-046-0015](#).

"**Game**" means an Oregon Lottery sports betting game made available to Players via the Mobile App or Site as described in these Terms and Conditions, including without limitation, DraftKings Sportsbook Official Provider of the Oregon Lottery.

"**In-game Rules**" has the meaning given in [OAR 177-093-0005](#).

"**Laws**" or "**Law**" means [article XV, § 4 of the Oregon Constitution](#), [ORS chapter 461](#) and other Oregon Revised Statutes applicable to Lottery, administrative Rules adopted by Lottery, and any federal laws applicable to the operation of Lottery and its Players, all as amended from time to time.

"**Live Betting**" means when it is possible to place a Bet during an ongoing sporting event, game or event.

"**Lottery**" means the Oregon State Lottery as defined in [ORS 461.010](#).

"**Malfunction**" means a malfunction or error in the functioning of a Game or the Mobile App or Site including, but not limited to, the frontend application not being accessible to Players or a Game not working in accordance with the game rules.

"**Mobile App**" has the meaning given in [OAR 177-046-0015](#).

"**Offsets**" means money that Lottery is required by Laws and Rules to deduct from a Payout on a winning bet for certain debts owed to the State of Oregon, for support obligations or as otherwise required by the Laws and Rules. See, for example, [ORS 461.715 and 461.719](#) and [OAR 177-010-0090, 177-010-0094, and 177-046-0110](#).

"**Payout**" has the meaning given in [OAR 177-093-0005](#).

"**Player**" means an individual who is 21 years of age or older who successfully opens a Player Account and uses the Mobile App, Site, Services or any combination of the foregoing.

"**Player Account**" has the meaning given in [OAR 177-046-0015](#).

"**Player Balance**" has the meaning given in [OAR 177-046-0015](#).

"**Pre-Game Bet**" means a Bet placed prior to the start of a sporting event or match that a Player places as described in the In-game Rules and these Terms and Conditions.

"**Privacy Policy**" has the meaning given in [OAR 177-046-0015](#).

"**Prize**" has the meaning given in [OAR 177-010-0003](#).

"**Rules**" means Oregon Administrative Rules, chapter 177 as amended from time to time available on [the Oregon Secretary of State website](#) or upon request to the Lottery.

"**Services**" means the Games and associated services offered by the Lottery through the Mobile App or Site from time and time and accessed by the Player via a mobile device, the Internet or other means.

"Site" has the meaning given in [OAR 177-046-0015](#).

"Sporting Event" has the meaning given in [OAR 177-093-0005](#).

"State" means the State of Oregon.

"Terms and Conditions" has the meaning given in [OAR 177-046-0015](#).

"Terms of Use" has the meaning given in [OAR 177-046-0015](#).

"Withdraw(al)" means any request by a Player to transfer funds from their Player Account.

2. CHANGES AND CONSENT TO THE GENERAL TERMS AND CONDITIONS

2.1 Changes. Lottery may change and update these Terms and Conditions from time to time. Lottery will notify Players by mail, email, posting on the Mobile App or Site Lottery website or other appropriate method when these Terms and Conditions are changed or updated.

2.2 Consent. The Player's continued use of their Player Account or any Services after updates or changes to the Terms and Conditions about which the Lottery has provided notice will constitute the Player's acceptance of the updates or changes. See also [OAR 177-093-0015](#).

3. REQUIREMENTS TO OPEN A PLAYER ACCOUNT

3.1 Eligibility. To open a Player Account, an individual must:

- a. Meet the eligibility requirements described in [OAR 177-093-0015](#); and
- b. Successfully open a Player Account as described in [OAR 177-046-0022](#), [177-046-0027](#) and [177-093-0015](#) for the benefit of the Player to facilitate the Deposit and Withdrawal of moneys to establish the Player Balance. (Note that DraftKings, in its sole discretion, may choose not to open a Player Account, or to close a previously opened Player Account, for an individual resulting in the inability of such individual to Deposit funds or Bet.)

3.2 Attestation. By completing the registration process and opening a Player Account, the Player attests and agrees that:

- a. The Player is the beneficial owner of any bank accounts, credit cards, or similar payment processing methods used by the Player to fund their Player Account;
- b. The Player is legally able to enter into contracts;
- c. The Player meets the applicable eligibility requirements described in [OAR 177-046-0022](#) and [177-093-0015](#);
- d. As set forth in [Section 4](#) and [OAR 177-046-0022](#), Lottery may use third parties to verify information provided by the Player;
- e. As set forth in [Section 4](#), [OAR 177-046-0022](#), and [177-093-0020](#), Lottery will use geolocation technologies to verify that Player's location when placing bets is inside the geographic boundaries of Oregon (excluding tribal lands);

- f. As set forth in [Section 14](#), the Player consents to the use of information as provided in [Lottery's Privacy Policy](#) and these Terms and Conditions;
- g. The Player has read and understood these Terms and Conditions and will comply with them at all times;
- h. The Player understands the requirement to read and agree to the DraftKings Terms of Use;
- i. The Player is responsible for all transactions that occur through their Player Account;
- j. All information provided by the Player at registration is true and the Player will keep the registration information updated and current;
- k. If the Lottery becomes aware of unusual or suspicious transactions or illegal activity, the Lottery will report the transactions and activity to appropriate authorities or third parties;
- l. The Player has not excluded themselves from playing the DraftKings Sportsbook;
- m. The Lottery may verify information provided by the Player at registration or other times as described in [section 4](#) of these Terms and Conditions;
- n. The Player has or will create a password and keep it private and secure as described in these Terms and Conditions;
- o. The Player understands that Lottery Games, including sports betting games, are games of chance that should be played for entertainment purposes only and there is a risk that, by using the Mobile App or Site and Services to play Games, the Player will lose money; and
- p. The Player understands that self-imposed limits can be set and managed through the Responsible Gaming section of their Player Account.

3.3 One Player Account. A Player may have only one active Player Account at any one time. The Lottery or DraftKings will refuse to open a Player Account for any individual who attempts to establish a Player Account using personal information already registered to another Player Account.

3.4 Information Verified. The information provided by a Player at registration will be verified by the Lottery or DraftKings to prevent fraud and abuse and ensure compliance with applicable Laws and Rules regarding Player eligibility.

3.5 Exclusive to Player. The Player may not allow another person to use their Player Account. The Player may not sell, transfer or acquire Player Accounts to or from other persons or attempt to do so. No Player Balance (including, but not limited to, Deposits, Prizes or Bonuses) may be transferred between Player Accounts.

3.6 Close/Suspend. Lottery or DraftKings may close or suspend any Player Account opened fraudulently or that otherwise fails to comply with the requirements in these Terms and Conditions.

3.7 Declined Player Account. Lottery or DraftKings may decline to open a Player Account at any time and for any reason.

4. CONSENT TO INFORMATION AND LOCATION VERIFICATION

4.1 Verifying Information. Lottery may use one or more sources, including, but not limited to, an independent credit reporting agency, to verify the Player's age, name, address or other information the Player provides to the Lottery. In performing these checks, the credit reporting agency or other source Lottery uses to verify Player identity may keep a record of the Player's information. The purpose of such checks is to confirm the Player's age, identity and address. These checks enable Player Accounts to be opened quickly, reduce the need to obtain age and identification documents and assist the Lottery with

age verification obligations and crime and fraud prevention. The Player will not be able to play any Games until the Player's age, identity and other information provided have been verified. The Player hereby consents to the Lottery making such an inquiry of third parties, including without limitation any credit reporting agency, for these purposes.

4.2 Additional Documentation. If Lottery cannot satisfactorily complete the identity verification process, Lottery may ask the Player to provide personal identification documents to further confirm and validate the Player's identity. Such checks may include, but may not be limited to, proof of the Player's age and identity with valid, current, government-issued photo identification and proof of Player's Physical Address. The Player agrees that Lottery may decline to open, suspend and/or restrict their Player Account or restrict access to certain functions until these verification checks have been successfully completed.

4.3 Location Verification. Lottery games must comply with federal laws governing betting on the Internet. Lottery must be able to verify the Player is within the state of Oregon (and not on tribal lands) when a bet is placed. The Mobile App and Site will use your geolocation data to verify compliance with location requirements of federal law. By playing the Games, the Player consents to the transmitting, collecting, maintaining, processing and using the Player's location data to provide Games and Services. The Player may withdraw this consent at any time by turning off the location settings on their mobile device or by notifying Lottery in writing that the Player would like to withdraw such consent. A Player who withdraws consent to providing location data will not be able to play Games or place Bets. Lottery's ability to geolocate the Player may require a high-speed Internet connection ("wi-fi") and/or mobile data plan. Lottery is not responsible for any charges associated with the Player's use of high-speed Internet connection or mobile data.

4.4 Money Laws. To comply with anti-money laundering laws and regulations, the Lottery may at any time (including, but not limited to, at certain stages of the Player Account registration process) ask the Player to verify their identity, address or proof of ownership for any method of Deposit or Withdrawal.

4.5 Credit Checks. To ensure any Player Account is not used without the Player's consent, the Lottery, its payment service providers, or both, will validate the name, address and other personal information supplied by the Player during registration or at other times against appropriate third-party databases. These checks will not normally appear on the Player's credit report or be known to anyone other than the company the Lottery uses to make the checks. Sometimes the Lottery, DraftKings, or a payment service provider is required to make checks against official records to comply with anti-money laundering and anti-terrorism legislation. Such checks may appear on the Player's credit report. All information provided by the Player will be treated securely and in accordance with applicable Laws and policies. The Player hereby consents to the Lottery or DraftKings or the Lottery's or DraftKings' payment service providers making such validation checks.

5. PLAYER ACCOUNT/PLAYER BALANCE

5.1 DraftKings Player Account Required. A Player must enter into the DraftKings Terms of Use in order to establish the Player Account and Deposit moneys into their Player Account before the Player can play any Game. Lottery will not charge the Player to Deposit or Withdraw from their Player Account. Lottery accepts no responsibility for any currency exchange conversions, charges or fees levied by a merchant card issuer, payment processor, bank or other financial institution in connection with transferring

moneys to or from the Player Account. The DraftKings Terms of Use sets forth the terms and conditions pursuant to which DraftKings will establish, hold and maintain the Player Account and the funds therein.

5.2 Credit to Available Balance in Player Account. A Player creates a Player Balance in their Player Account by depositing funds. The Lottery assumes the Player is using an authorized deposit method and related payment processing methods and is not liable to any third party for unauthorized use of the Player Account.

5.3 Withdrawal of Winnings. The Player will not be able to Withdraw from the Player Account until DraftKings has received confirmation that the Player's Deposit has cleared or settled through clearing banks or payment providers and any tax withholdings or Offsets have been completed as required by Law. Additional restrictions on the Withdrawal of funds may be set forth in the DraftKings Terms of Use, and in the event of any inconsistency between the DraftKings Terms of Use and these Terms and Conditions in relation to the Player Account, the DraftKings Terms of Use shall control.

5.4 Excess Credit. A Player must notify Lottery if an amount is incorrectly credited to their Player Account or deposited in their Player Account. The Lottery is entitled to recover any excess amounts from the Player Account or from the Player if insufficient moneys are deposited in the Player Account.

5.5 Player Account Withdrawal. A Player may Withdraw moneys from their Player Account up to the Funds Balance and as described in the DraftKings Terms of Use. Bonuses may not be withdrawn because they have no cash value; only Prizes from successfully played Bonuses may be withdrawn. The Player Account or selected payment processing method may have limits on the amounts that can be transferred or otherwise processed. There may also be delays in the time between initiating a withdrawal and receiving the funds, such as one or more business days to allow the transaction to be processed. Lottery is not responsible for any such delays. Additional restrictions on Withdrawals from a Player Account may be set forth in the DraftKings Terms of Use, and in the event of any inconsistency between the DraftKings Terms of Use and these Terms and Conditions in relation to the Player Account, the DraftKings Terms of Use shall control.

5.6 Unsuccessful Withdrawal/Information. The Player is responsible for providing accurate and up to date information and for complying with all relevant terms and conditions in the DraftKings Terms of Use when requesting to Withdraw. If a Withdrawal is unsuccessful, however, at a Player's request, the Lottery will investigate the attempted Withdrawal and assist the Player in resolving the matter. The Lottery is not responsible for losses incurred or any delays that result from incorrect information being provided by the Player. Once a Withdrawal is approved, the Lottery is not responsible for any third-party financial clearing process that may delay the Player's payment being received.

5.7 Player Account Adjustment for Charge Back. If there is a charge back on a Deposit to the Player Account, the Player accepts and acknowledges that the Lottery may suspend the Player Account to enable the Lottery to investigate and resolve the matter. During such period, the Player Balance will not be available to the Player. Resolution of the charge back could result in a negative balance in the Player Account that the Player is liable for.

5.8 Additional Withdrawal Provisions. Player requests to Withdraw from their Player Account are subject to the DraftKings Terms of Use, and in the event of any inconsistency between the DraftKings Terms of Use and these Terms and Conditions in relation to the Player Account, the DraftKings Terms of Use shall control.

6. PLAYER RESPONSIBILITIES AND PROHIBITED CONDUCT

6.1 Player Responsibilities. The Player must comply with:

- a. The DraftKings Terms of Use, including any In-game Rules incorporated by reference;
- b. Any applicable Bonus or promotional rules;
- c. These Terms and Conditions; and
- d. All applicable Laws and Oregon Lottery Administrative Rules at <https://secure.sos.state.or.us/oard/displayChapterRules.action?selectedChapter=153> or policies relating to the Mobile App or Site, Services and Games.

6.2 Player Information. The Player must provide true, accurate, current and complete information, including the Player's personal details, when creating and using their Player Account and Services and maintain and promptly update such information when necessary. Failure to comply with this provision is grounds for the Lottery to close or suspend the Player Account and prohibit future use of the Player Account. If necessary in connection with the management and operation of the Player Account, the Lottery may contact the Player by email, telephone, SMS (text message) or mail via the contact details the Player has provided.

6.3 Password. The Player must create a password for the Player Account. The Player may change the password at any time. The privacy and security of this password is the Player's sole responsibility. Failure to maintain the privacy and security of the password could lead to unauthorized activity on the Player Account. The Player is responsible for all transactions on their Player Account. If the Player thinks the privacy or security of a password has been compromised, the Player should contact the Lottery or DraftKings immediately. The Lottery is not liable for any loss incurred as a result of the Player's failure to maintain the privacy and security of their password that leads to unauthorized use of the Player Account.

6.4 Player Account Security. The Player is responsible for the use of their Player Account by the Player or by persons who gained unauthorized access to the Player Account, and Lottery hereby disclaims responsibility for any third-party access to the Player Account, because of the Player's acts or omissions, including the failure to protect the privacy and security of the Player Account password. The Player must protect their Player Account information from disclosure to third parties, and the Player may not circumvent the use of required encryption technologies. The Player must:

- a. Not allow anyone else to have access to their Player Account;
- b. Immediately notify Lottery or DraftKings at <https://www.draftkings.com/help/contact-us> if the Player becomes aware or suspects any unauthorized use of their Player Account or any other breach of security; and
- c. Log out of their Player Account at the end of each session.

6.5 Lottery Disclaimer. Under no circumstances shall the Lottery be liable for any losses incurred by the Player as a result of the Player's failure to protect the security and privacy of the Player's password as set forth in Section 6.4, or for any other unauthorized access to the Player Account. The Player must monitor their Player Account to prevent its use by another person.

6.6 Lost Device. If the Player loses a device on which the Player is logged into their Player Account or on which their Player Account credentials are saved, the Player should first contact their network operator to prevent the device from being used and then the Player should notify Lottery or DraftKings. The Player is liable for all transactions on the Player Account initiated from the lost device prior to receipt of notification by the Lottery or DraftKings.

6.7 Carrier Charges. The Player is responsible for any charges by their mobile network or other service provider associated with using the Mobile App or Site.

6.8 Prohibited Conduct. Certain conduct is prohibited in [OAR 177-046-0022](#) and [177-093-0050](#) and the DraftKings Terms of Use. Without limiting the foregoing, a Player may not use the Mobile App, Site, or Services:

- a. For any unlawful purpose;
- b. For any commercial purpose;
- c. In a way that impairs, interrupts or damages the Mobile App or Site or the efficiency thereof;
- d. To advertise or promote the Player's own or any third party's products or services;
- e. To distribute any unsolicited communications including, but not limited to, spam; or
- f. To play Games or place Bets on behalf of anyone else or in any other way that is not for the Player's own personal use.

6.9 Malware/Manipulation. A Player may not use (or upload to the Mobile App or Site) any form of malware (including, but not limited to, viruses, worms, Trojan horses and spyware) or any other code that may be deemed malicious. A Player may not engage in automatic Game playing or similar manipulation of software including, but not limited to, the use of so-called "bots," artificial intelligence software or any software used for opponent-filing or automatic betting or playing or any other manipulation of the Games or Player Account.

6.10 Under Age Betting. A Player may not allow, facilitate or encourage a person who is under 21 years of age to place Bets on the Mobile App or Site and/or use Services.

6.11 Illegal/Dishonest. A Player may not engage in any actual or attempted illegal, fraudulent, or dishonest activity related to a Lottery Game or Bet, including without limitation, using a stolen credit or debit card, forgery, identity theft, collusion, cheating, bribery, money laundering and the provision by the Player to the Lottery of false registration data or other requested information.

6.12 Breach. A Player may not breach these Terms and Conditions or other applicable Laws, Rules, or Terms of Use.

6.13 Exploitation. A Player may not take unfair advantage when playing a Lottery Game or placing a Bet including, but not limited to, exploitation by the Player of any technical fault or loophole on the Mobile App or Site or an error on Lottery's part or in any third party's software.

6.14 Offensive Content. A Player may not cause to be published on or send via the Mobile App or Site any actual or potentially defamatory, offensive or obscene content.

7. CLOSURE OF PLAYER ACCOUNT BY PLAYER

7.1 Closing Player Account. A Player may close their Player Account at any time. If there are outstanding Confirmed Bets (such as a Bet on a future sporting event) in the Player Account at the time the Player closes their Player Account, such Confirmed Bets will remain Confirmed and will not be automatically voided. See also [OAR 177-046-0022](#). At account closure, the Player should Withdraw any remaining funds.

7.2 Funds. At the same time a Player closes their Player Account, a Player should Withdraw any remaining funds. If the Player takes no action with respect to the Player Account for at least 36 months, funds may be considered abandoned and subject to escheat laws.

7.3 Pending Items. The closure of a Player Account renders any Bonus funds and entries in any bonus promotions void.

8. CLOSURE OR SUSPENSION OF THE PLAYER ACCOUNT BY THE LOTTERY

8.1 Lottery Action. The Lottery may, at any time, for any reason, close or suspend a Player Account and the Player's entitlement to access and use of the Mobile App, Site and Services as provided in [OAR 177-046-0022](#).

8.2 Notice of Closure. In the event the Lottery closes or suspends a Player Account, the Lottery will attempt to notify the Player using the contact information provided.

8.3 Moneys Remaining. If the Lottery closes the Player Account, the Player is responsible for withdrawing any moneys in their Player Account by contacting Lottery or DraftKings and following the requirements applicable to Withdrawals set forth in the DraftKings Terms of Use.

8.4 Suspension. If the Lottery suspends a Player Account, the Player will not be able to play Games and may not be able to access the Player Balance during suspension.

8.5 Rights Reserved. The right to close or suspend a Player Account is without prejudice to any other rights that the Lottery may have against the Player under these Terms and Conditions or otherwise.

9. INACTIVE PLAYER ACCOUNTS

9.1 Inactive Player Account. When a Player Account has no Player-initiated activity for 36 months, the Lottery or DraftKings will make reasonable efforts to contact the Player. If the Lottery does not receive a response from the Player, the Lottery or DraftKings may close the Player Account. The Player should be aware that any money remaining in the Player Account may be considered abandoned and such funds may be subject to escheat or similar laws regarding abandoned property.

10. BETS

10.1 Rules Available. This section of the Terms and Conditions is in addition to betting rules available on the Mobile App or Site (In-Game Rules) and the Oregon Lottery Administrative Rules governing the Lottery and Lottery Games available at <https://secure.sos.state.or.us/oard/displayChapterRules.action?selectedChapter=153>.

10.2 Only Confirmed Bets. The Lottery only accepts Bets through the Mobile App or Site that are recorded on servers designated for use for the DraftKings Sportsbook; those are the only Bets eligible to be Confirmed. Bets are placed via the Internet connection between the Player's device and the designated servers. A Bet is only considered placed when it is Confirmed. All Confirmed Bets are final. A Player cannot cancel or refund Bets once they have been Confirmed. Bets lost in transmission will not be recorded and therefore will not be Confirmed. A Player will be required to have a high-speed Internet connection to place Bets for geolocation purposes; Lottery is not responsible for costs associated with use of a high-speed Internet connection.

10.3 Available Bets. A Bet can only be placed on a given Sporting Event if it is available on the Mobile App or Site and the terms for placing the Bet have not expired.

10.4 Timing of Bet. Pre-Game Bets must be placed prior to the start time of the event. The start time for an event is the official start time declared by the official sports organization sponsoring the event. For events in which an official start time is not declared, the advertised start time of the event is considered the start time. Disputes regarding the time a Bet is placed are resolved by Lottery.

10.5 Lottery Authority to Void a Bet. In order to maintain the fairness, integrity, security, and honesty of the Lottery and its operations, the Lottery reserves the right to void any bet at any time for any reason even if already settled as provided in [OAR 177-093-0045](#). If a Live Bet has been placed after the outcome of the Bet is known or a team or participant has achieved a material advantage (such as, but not limited to, scoring a goal or touchdown or expulsion of a player), the Lottery reserves the right to void the Live Bet, regardless of its outcome. If Lottery cannot satisfactorily determine the official event results, then Lottery may void and refund the Bet amount only as provided in [OAR 177-093-0045](#). A Bet is void and no Payout will be paid if Lottery, in its sole discretion, determines a Player placed the Bet illegally or otherwise violated the Rules, Laws, these Terms and Conditions or the DraftKings Terms of Use.

10.6 Bet Amount. The Bet amount is at the sole risk and discretion of the Player, except that the Lottery may impose minimum and maximum bet amount limits or prize amount limits to manage Lottery's risk at any given time based on the sport, league, odds, and related factors. The Bet amount may not exceed the Player Balance. When a Player places a Bet, the Bet amount is deducted from the Player Balance. Notwithstanding the foregoing, a Player may self-impose limits within the Responsible Gaming tools in their Player Account that limit the amount the Player can Bet.

10.7 Winning Bet. The Lottery determines if a Bet is a winning Bet based on the official event results as provided in [OAR 177-093-0030](#).

10.8 Final Decision. The Player agrees that the Lottery decision will be final and binding on all matters in relation to betting, or the Player's eligibility for a Prize or validity of a prize claim.

10.9 Player Account Adjustment for Resettlement. The Player accepts that, from time to time, mistakes may be involved with Bets and a resettlement of the Bet may be required. Mistakes for purposes of resettlement include, but are not limited to, operator errors or a malfunction may cause Winnings to be incorrectly credited to the Player Account. Resettlements are governed by [OAR 177-093-0045](#) and the In-Game Rules posted on the Mobile App or Site.

10.10 Discrepancies. If there is a discrepancy between the numbers that the Player believes they entered or the graphic display of the Game and those in the Lottery's database or any of Lottery's service provider's databases, the numbers in the database are considered valid.

10.11 Duplicative/Identical Bets Prohibited. If it appears a series of Bets contain the same selections made by, or on behalf of, the same person or group of people or in their favor, the Lottery reserves the right to suspend the Player Accounts involved until an investigation is completed. Such Bets are ineligible for Winnings.

11. BONUSES AND SIMILAR PROMOTIONAL INCENTIVES

11.1 Bonuses. Bonuses or similar promotional incentives may be offered from time to time. Bonuses appear as funds in the Player Balance and may be used to play Games as described in the specific rules for the particular Bonus or promotion, but Bonuses have no cash value and are not eligible for Withdrawal. Each Bonus or promotional offer may have additional terms and conditions that will be disclosed to Players on the Mobile App or Site. Players must comply with any additional terms and conditions to be eligible to use Bonuses or similar promotions. The Lottery reserves the right to change the terms and conditions or cancel any Bonus or similar promotion at any time. Closure of the Player Account will render a Bonus void. Bonuses are not transferable between Player Accounts.

11.2 Bonus Play Prize. Any Prize that results from playing with Bonuses will be deposited in the Player Account and available for Withdrawal subject to these Terms and Conditions and the DraftKings Terms of Use. The terms of the Bonus or promotion will indicate the betting requirements necessary to obtain any corresponding Prize.

12. PAYMENT OF PRIZES

12.1 Prizes. As described in the Rules, the Prize in DraftKings Sportsbook is the total payout amount on a winning bet.

12.2 Payment of Prizes. A Prize is only paid if Lottery has previously verified all relevant information including, but not limited to, name, age, location and eligibility of the Player. After successful completion of Offsets and any required tax is withheld, the remaining Prize amount is added to the Player Balance and available for Withdrawal subject to the DraftKings Terms of Use. Prize payment is subject to various Laws and Rules including, but not limited to, [OAR 177-046-0110](#) and [177-093-0040](#).

12.3 Offsets. The Player understands and agrees that sometimes Lottery must reduce the Prize amount and apply the offset amount against certain debts such as child support obligations. Specifically, when the prize is greater than \$600, Lottery must check the Player's information against databases for outstanding Oregon Health Authority or Department of Human Services overpayments and delinquent child support and withhold any such debts as described in [ORS 461.715 and 461.719](#) and [OAR 177-010-0090](#), [177-010-0094](#) and [177-046-0110](#). After any Offsets are complete, the remaining amount is reflected in the Player Balance.

12.4 Taxes. Lottery must report a Player's Prize to state and federal tax authorities as required by state and federal guidelines. The Player acknowledges and accepts that sometimes Lottery must offset or withhold part of a Player's Prize for tax withholding purposes. See, for example, [ORS 316.194](#). Notwithstanding anything in these Terms and Conditions, however, applicable taxes are the sole

responsibility of the Player. Lottery follows state and federal tax guidelines and applicable state laws and administrative rules for tax withholding as follows:

- a. If the Prize is greater than \$600, Lottery provides a WG2 Form to the Player for state tax reporting purposes.
- b. If the Prize is greater than or equal to \$600 and at least 300 times the amount of the Bet or if the Prize is greater than \$5,000, Lottery provides a WG2 Form to the Player for federal tax reporting purposes.
- c. If the Prize is greater than or equal to \$1,500, Lottery will withhold state taxes.
- d. If the Prize is greater than \$5,000, Lottery will withhold federal taxes.

13. RESPONSIBLE GAMING AND SELF-IMPOSED LIMITS

13.1 Lottery Commitment. The Lottery is committed to supporting customers in positive play behaviors as outlined in Lottery's Responsible Gambling Code of Practice. In support of that commitment, Lottery provides responsible gaming tools on the Mobile App and Site. Lottery may also offer additional outreach and messaging to Players from time to time.

13.2 Self-imposed Limits. A Player may set personal limits as described in the DraftKings Terms of Use.

13.3 Voluntary Self-Exclusion. A Player may voluntarily select to exclude themselves from access to their Player Account for a period of time as described in the DraftKings Terms of Use.

14. LIMITATION OF LIABILITY

14.1 Privacy. The Lottery and its contractors take reasonable precautions to protect the privacy of the Player's username, password and account information, and all financial information. The Lottery and its contractors do not and cannot guarantee or warrant that information transmitted through the Internet is secure or that such transmissions are free from delay, interruption, interception or error. By opening a Player Account, you agree that: (a) your personal data may be processed, transferred, used and stored in a manner and at the locations agreed upon by the Lottery and its contractors; and (b) you consent to the Lottery's privacy policy available at <https://www.oregonlottery.org/legal> as updated from time to time and the Lottery's disclosure of your data and information, including personal data, to the Lottery's contractors.

14.2 Malfunctions. The Lottery will provide the Services with reasonable care and skill and in accordance with these Terms and Conditions, Laws, Rules and Lottery policies and procedures. The Lottery does not make any guarantee regarding the Services, Games or the Player Account. In particular, the Lottery does not promise the Mobile App, Site or Services generally will have uninterrupted availability or be free of Malfunctions, bugs or other errors. The Lottery and its contractors will not be liable for any failure to perform, or delay in performance of, any of their obligations including, without limitation, any delays, Malfunctions or disruption to the Services, due to any reason outside their control.

14.3 Force Majeure Events. If the Lottery is prevented from providing all or part of the Mobile App or Site and/or Services (including, but not limited to, any Service or Game) or fulfilling any of its obligations under these Terms and Conditions due to an event beyond the reasonable control of Lottery or its contractors (such as, but not limited to, DraftKings), including, but not limited to, an act of God,

pandemic, an outbreak of hostilities, riot, civil disturbance, act of terrorism, the act of any government or authority (including, but not limited to, any refusal or revocation of any license or consent), fire, explosion, flood, theft, malicious damage, strike, lock-out, or industrial action of any kind or any other such cause beyond the reasonable control of Lottery or its contractors, then the Mobile App, Site, and one or more Services or Games may be suspended until such time as the Lottery is able to provide access or fulfill any obligations under these Terms and Conditions. The Player agrees to waive any claim against the Lottery or its contractors, including, but not limited to, DraftKings, which may arise in such circumstances.

14.4 Limited Liability.

- (a) By accessing the Services, and except for any liability that cannot be excluded or limited by applicable law, you hereby release, discharge and hold harmless the Lottery, DraftKings, and each of the foregoing's legal representatives, officers, directors, members, shareholders, employees, agents, affiliates, agencies, subsidiaries, and contractors (collectively, the "Service Providers") from any and all losses, damages, costs, expenses, claims, actions or proceedings brought by you or any third party acting on your behalf (collectively, "Claims") arising from your access of, or your unsuccessful attempt to access, the Services and/or any benefit, prize or award that you may claim as a result thereof. The Service Providers fully and completely disclaim any liability with regard to any Claim, except for any benefit, prize or award to which you are rightfully entitled as a result of your having accessed the Services.
- (b) You acknowledge that to the fullest extent permitted by applicable law, and regardless of the form of action, whether in contract, tort or otherwise, in no event will the Service Providers be liable to you or to any party claiming through you for any direct, indirect, consequential, incidental, special, punitive, exemplary or other damages including without limitation damages for lost profits or savings, loss of information, data or records, loss of and/or cost of replacing software, hardware or other equipment, even if advised of the possibility of such damages, arising from using or the inability to use the Services.
- (c) By accessing the Services, you hereby agree to indemnify, defend and hold harmless the Service Providers against all liabilities, losses, damages, costs, expenses, claims, actions and proceedings, including attorneys' fees, incurred by them as a result of your breach of these terms and conditions or any other agreement, rule, term or condition applicable to your access of the Services.

15. COMPLAINTS PROCEDURE

15.1 Submission. A Player may submit a complaint to the DraftKings Customer Services Team at support@draftkings.com. The Player must provide details of the Player's identity and as much information as possible regarding the complaint. The DraftKings Customer Services Team will respond as soon as reasonably possible.

15.2 Appeal. If a Player is not satisfied with the response of the DraftKings Customer Services Team, the Player may escalate the complaint to the Director of the Oregon State Lottery or the Director's designee for a decision pursuant to [OAR 177-093-0055](#).

16. SUSPICIOUS ACTIVITY MONITORING

16.1 Site Activity Monitoring. Use of the Site and Mobile App may be monitored to ensure that the Player is not using the Site and Mobile App with a frequency or in a manner which might suggest the Player is using it for bookmaking or other suspected criminal or fraudulent activities or otherwise in a manner, as reasonably determined by the Lottery, that would jeopardize the fairness, integrity, security or honest of the Lottery or its operations. The Lottery may withhold any moneys and/or close or suspend the Player Account if the Lottery knows or suspects that the Mobile App, Site or Services are being used for bookmaking or other suspected criminal or other prohibited activities.

16.2 Suspicious Activity. If the Lottery knows or suspects that a transaction is suspicious (including, but not limited to, collusion between Players whether using Lottery's internal systems or DraftKings platforms or other systems) or if the Lottery knows or suspects financial crime, fraud, cheating, or irresponsible gaming behavior has occurred or is occurring, or that behavior breaches any of these Terms and Conditions or the Laws or Rules, then the Lottery may retain the amount of that transaction and any other transaction made by the Player. The Lottery shall be under no obligation to provide the Player with any reasons for doing so. In addition, the Lottery may disclose information of such activity (including, but not limited to, any details relating to the Player) to any applicable law enforcement or regulatory entities or other appropriate third parties.

16.3 Fraud or Gaming System Malfunction. The Lottery may withhold a Prize and/or void or freeze Bets if the Player or another Player manipulates a Game in a fraudulent manner, if there is collusion (or suspected collusion) between Players or if the gaming system itself malfunctions.

17. MISCELLANEOUS

17.1 Severability. If any part of these Terms and Conditions is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, such part will be severed from these Terms and Conditions and the remainder will continue to be valid and enforceable to the fullest extent permitted by law.

17.2 Governing Law. These Terms and Conditions shall be governed by and interpreted in accordance with Oregon law and the Player agrees that any dispute between the Player and the Lottery regarding these Terms and Conditions, any Games or other Services, or the Player Account will only be dealt with under Oregon law and through Oregon courts. The Player agrees to abide by and comply with Oregon law, including the Laws and Rules governing Lottery and any additional terms and conditions and registration requirements provided to an individual Player by the Lottery which are in effect, and which may be amended from time to time.

17.3 Intellectual Property. Certain software and services that you may access via the Mobile App or Site are the proprietary products and trade secrets of DraftKings or its affiliates. These are commercially valuable to DraftKings and may not be used in any manner or form by you except as expressly provided for under these Terms and Conditions and the DraftKings Terms of Use for lawful, personal, non-commercial purposes. By opening a Player Account, you acknowledge and agree that DraftKings and its affiliates' software, all works derived there from and all intellectual property rights therein remain the exclusive property of DraftKings and its affiliates. You shall not, and shall not permit others to (a) display,

publish, copy, distribute, modify, adapt, translate, prepare derivative works from, decompile, disassemble or reverse engineer any of DraftKings or its affiliates' intellectual property; (b) attempt to derive any source code from or take any action to circumvent, compromise or defeat any security measures in any of DraftKings or its affiliates' intellectual property or to use the same in violation of any law or rights of any third party; (c) sell, assign, transfer, lease or grant any security interest in any of DraftKings or its affiliates' intellectual property; or (d) export, or attempt to export, any of DraftKings or its affiliates' intellectual property to any foreign country, whether by physical or electronic means.