

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, ss

SUPERIOR COURT  
DOCKET NO.

MELISSA SCANLON AND  
SHANE HARRIS, on Behalf of  
Themselves and All Others Similarly Situated

Plaintiffs,

v.

DRAFTSKINGS, INC.,

Defendant.

**RECEIVED**

12/8/2023 MG

**CLASS ACTION COMPLAINT**

Plaintiffs, by and through their attorneys, bring this action on behalf of themselves and all others similarly situated, based, *inter alia*, upon the investigation of their counsel, against Defendant DraftKings, Inc. (“DraftKings”). Plaintiffs hereby allege as follows:

**I. NATURE OF THE ACTION/INTRODUCTION**

1. This is a class action for damages under the Massachusetts Consumer Protection Act, G.L. c. 93A, and other statutory law, on behalf of all citizens of Massachusetts who opened a new account with DraftKings sports betting platform in response to an advertising promotion offering a bonus of up to \$1,000 for new customers who opened accounts and deposited money with DraftKings. Plaintiffs allege that the offer of the \$1,000 bonus (hereinafter the “\$1,000 Bonus”), was and is unfair and deceptive because, among other things, a new customer would, in order to get a \$1,000 bonus, actually need to deposit five times that amount and then, within 90 days, place \$25,000 in bets with

only certain odds of return. In other words, the “\$1,000 Bonus” is structured so that it is inordinately expensive to obtain \$1,000, and the new user is, instead, statistically likely to lose money by chasing the bonus.

2. DraftKings’ advertising of the Bonus is also unfair and deceptive because an eligible consumer who, by definition, is a new participant in Massachusetts sports betting, like the Plaintiffs, would be unlikely to understand the cost and risk involved in qualifying for the \$1,000 Bonus. In fact, if the Plaintiffs had understood the cost or the odds of winning the Bonus, they would not have acted upon the promotion.
3. DraftKings advertised the “\$1,000 Bonus” as a reward for signing for its Sportsbook platform in these terms:



Figure 1- Screen Capture from DraftKings’ Website on 3/13/2023 via Wayback Machine:  
<https://web.archive.org/web/20230313185638/https://sportsbook.draftkings.com/featured>



Figure 2 - Screen Capture of DraftKings iPhone App

4. However, a new customer of DraftKings was never going to simply receive “up to \$1,000” in exchange for signing up for the Sportsbook platform, as the ad implied. In order for a new customer to obtain the “\$1,000 Bonus,” he or she would in fact have to satisfy three significant requirements, explained only in the unreadable font size attached hereto as Exhibits A and B:
  - They would have to deposit \$5,000 up front;
  - They would have to bet \$25,000 within 90 days;
  - Their \$25,000 in bets would have to place bets with odds of “-300 or longer.”
5. A new consumer could not reasonably have been expected to understand from the face of DraftKings’ advertisement that, in order to ever get a \$1,000 bonus, he or she needed to immediately deposit \$5,000, because the bonus amount is calculated as 20% of the consumer’s *first* deposit.
6. A new consumer could not reasonably have been expected to understand from the face of DraftKings’ advertisements that the \$1,000 bonus would not be provided at the time of their initial deposit, but that instead he or she would earn the bonus only \$1 at a time for every \$25 wagered. Thus, to receive the \$1,000 bonus, the new customer would have to gamble and risk \$25,000 within 90 days.
7. The Plaintiffs did not in fact understand, and could not reasonably have been expected to understand, that in order to place bets for at least \$25,000 over 90 days to qualify for the Bonus, they would have had to wager an average of more than \$276 gambling on sports every day for three months. Were players only to gamble, for example, every third day over that period, their average daily wager would have had to be \$828 in order to qualify for the Bonus.

8. Plaintiffs also did not understand that, even if they met the \$5,000 initial deposit and \$25,000 of gambling in 90 days requirements, the Bonus would not be awarded in funds that could be withdrawn, but only as a non-withdrawable credit (“play money”) to be used for further gambling.
9. A *new* customer also could not reasonably be expected to understand that not all bets they made on DraftKings Sportsbook would count toward the \$1,000 bonus, that only bets with odds of “-300 odds or longer” would qualify, or even what odds of “-300 odds or longer” even means. In fact, only bets where a \$300 (or lower) wager is required to win a minimum of \$100 would count toward the required total bets of \$25,000 within 90 days. Therefore, betting on more likely outcomes, e.g., -400 wagers, where a \$400 successful wager nets \$100, do not count toward the \$25,000 gambling requirement.
10. DraftKings knew, or should have known, that its advertisement and promotion was deceptive to its target customers, who were customers *new* to sports betting and who were extremely unlikely to understand the details of the promotion, even if it were in readable English on the company’s platform or in a font size that a reasonable consumer could be expected to actually read.
11. DraftKings knowingly and unfairly designed its promotion to maximize the number of consumers that would sign up for its sports gambling platform, the number of bets that would be placed through the platform, and the amount of money that would be placed on bets through its platforms. This is a particularly unfair business practice because of the addictive nature of the underlying product offered by Defendant.
12. Gambling products are not typical consumer products. They are addictive. Both the Fifth Edition (current) of the American Psychiatric Association's Diagnostic and Statistical

Manual of Mental Disorders (DSM-5) and the World Health Organization treat addiction to gambling in the same diagnostic category as addiction to heroin, cocaine, and tobacco. Marketers of a known addictive product should take special precautions to minimize addiction risk, not require \$25,000 of gambling to qualify for a promotional offer to new customers who are likely to be gambling-naive. DraftKings' promotion is an unfair business practice for this reason as well.

13. While plaintiffs are not alleging herein an addiction injury, Plaintiffs seek economic damages, statutory damages, treble damages, injunctive relief, and such other and further relief as may be available to them under G.L. c. 93A and Massachusetts law, including orders that DraftKings cease this promotion and substantially similar promotional advertising which are continuing at the time of this filing.

## **II. PARTIES, JURISDICTION AND VENUE**

14. The Plaintiffs bring this action in their individual capacities and on behalf of all others similarly situated.
15. Plaintiff Melissa Scanlon is a resident of Woburn, Massachusetts. She opened an account with Defendant's sports gambling platform and made an initial deposit in response to the Bonus promotion on April 9, 2023.
16. Plaintiff Shane Harris is a resident of New Bedford, Massachusetts. He opened an account with Defendant's sports gambling platform and made an initial deposit in response to the Bonus promotion around the time the Sportsbook launched in March of 2023.
17. DraftKings is a Massachusetts corporation with its principal place of business at 222 Berkeley Street, 5th floor, Boston, MA 02116. DraftKings transacts business in

Massachusetts and holds a Category 3 Temporary License to Conduct Sports Wagering issued by the Massachusetts Gaming Commission under the name “Crown MA Gaming LLC (DraftKings).”

18. This Court has jurisdiction over the subject matter of this action pursuant to G.L. c. 212, § 4. This Court has personal jurisdiction over Defendant pursuant to G.L. c. 223A, §§ 2 and 3.

19. Venue is proper in Middlesex County pursuant to G.L. c. 223 § 8(4).

### **III. CLASS ACTION ALLEGATIONS/VIOLATIONS OF 93A**

20. This action is brought pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure and G.L. c. 93A, § 9(2).

21. Plaintiffs bring this action on their own behalf and on behalf of a Class of all others similarly situated. The Class that Plaintiffs seek to represent consists of all citizens of Massachusetts who opened an account and deposited funds with DraftKings’ Massachusetts sports betting platform in response to the “\$1,000 Bonus” promotion and placed monetary bets through DraftKings’ Massachusetts sports betting platform and were damaged thereby. The Class Period commences on the first date that the \$1,000 Bonus” promotion was legally offered in Massachusetts and runs until the conclusion of the “\$1,000 Bonus” promotion in Massachusetts. Not included within the Class are individuals who are directors and officers of DraftKings or its affiliates.

22. The Class is composed of thousands of persons, the joinder of whom is impracticable except by means of a class action. DraftKings has advertised this, and substantially similar Bonus offers to an unquantifiable number of people in Massachusetts through social media platforms, third party marketing affiliates, websites, billboards, flyers,

television and radio broadcasts, and other means, and therefore the Class is sufficiently numerous to make joinder impracticable, if not impossible. At the same time, the disposition of the claims of the Class through a class action will benefit both the parties and the Court.

23. DraftKings engaged in a largescale advertising campaign in Massachusetts for its newly licensed Sportsbook gambling service in 2023. As part of this enormous multimedia advertising campaign, DraftKings heavily promoted the “\$1,000 Bonus” to encourage new customers to sign up, deposit funds, and bet.

24. DraftKings advertised its Massachusetts Sportsbook on television, radio, print media, outdoor advertising, mass transit, social media, and through a large number of 3<sup>rd</sup>-party affiliates.

25. DraftKings utilized local sports heroes and celebrities in the course of its advertising campaign for its Massachusetts Sportsbook (see Figure 2).



Figure 2- Boston Sports Heros Zdeno Chára in DraftKings' Ad Near Fenway Park and Red Sox Hero David Ortiz in DraftKings' Ad at the Copley Square MBTA Station

26. Because of the widespread advertising and promotion of the \$1,000 Bonus,” this case presents multiple common questions of law and fact, and such common questions predominate over questions of law or fact which may affect only individual Class members. The common questions include:

- a. Whether DraftKings misrepresented in its advertisements the Bonus it was offering to the Plaintiffs and the members of the Class;
- b. Whether DraftKings intentionally designed its advertisements for the Bonus offer in such a way as to mislead the Plaintiffs and the other class members in order to induce them to sign up and wager;
- c. Whether the DraftKings violated Massachusetts General Laws c. 93A, § 2 and the common law through its unfair and deceptive conduct alleged herein;
- d. Whether DraftKings was unjustly enriched at the expense of the Plaintiffs and the Class members; and
- e. The nature and extent of any additional relief which the Plaintiffs and the Class are entitled to recover under G.L. c. 93A or the common law.

27. Plaintiffs assert claims that are typical of the claims of the entire Class. They will fairly and adequately represent and protect the interests of the Class. Plaintiffs have no interests antagonistic to those of the Class. Plaintiffs have retained counsel who are competent and experienced in class action litigation.

28. DraftKings has acted or refused to act on grounds generally applicable to all members of the Class, thereby making appropriate final relief concerning the Class as a whole.

29. Plaintiffs anticipate that there will be no difficulty in the management of this litigation as a class action. To the contrary, a class action is superior to other available methods for the fair and efficient adjudication of this controversy.
30. Plaintiffs need not prove that any consumer was actually harmed or that DraftKings's acts caused any quantifiable economic injury, but instead need only prove that DraftKings' unfair and/or deceptive acts took place in trade or commerce.
31. By letter dated October 12, 2023, Plaintiffs sent a demand for relief to DraftKings in accordance with G.L. c. 93A, § 9(3). In response to Plaintiffs' demand for relief, DraftKings failed to make a written tender of settlement reasonable for the injuries suffered by Plaintiffs.

**COUNT I: UNFAIR OR DECEPTIVE PRACTICES**

32. Plaintiffs restate and incorporate herein each of the prior allegations.
33. This claim is brought pursuant to G.L. c. 93A, § 2 and 9.
34. Sports betting was legalized in Massachusetts in 2022 pursuant to G.L. c.23N and Massachusetts' online sports betting platforms launched on March 10, 2023.
35. At all times relevant hereto, Plaintiffs and the Class were "persons" within the meaning of G.L. c. 93A, §1(a) and are entitled to relief under the act in accordance with G.L. 93A, §9.
36. At all times relevant hereto, DraftKings engaged in "trade and commerce" as defined by G.L. c. 93A, §1(b).

37. Plaintiffs and the Class entered into consumer transactions with DraftKings by creating new accounts and making deposits of funds through DraftKings's Massachusetts Sportsbook gambling platform.
38. As heretofore alleged, to induce these transactions, DraftKings engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of trade or commerce, in violations of G.L. c. 93A, §2.
39. DraftKings engaged in unfair or deceptive acts within the meaning of G.L. c. 93A, § 2(a). Among other things, DraftKings engaged in advertising methods that rendered its advertisements false and misleading, such that Plaintiffs would not have engaged DraftKings' services had they known what the offers Defendant advertised actually entailed.
40. In Massachusetts, an advertisement is deceptive when it has the capacity to mislead consumers, acting reasonably under the circumstances, to act differently from the way they otherwise would have acted, including by enticing a reasonable consumer to purchase a product. Representations are deceptive if, when looked at as a whole, they are misleading, even if individual portions are factually true.
41. DraftKings' "\$1,000 Bonus" offer is both unfair and deceptive because the Plaintiffs and the members of the Class were required to act differently than they could reasonably expect in order to obtain the promised bonus. Plaintiffs and the members of the Class were required to deposit and wager large sums of money in a manner designed by Defendant to induce repeated exposure to a known addictive product.
42. DraftKings' "\$1,000 Bonus" offer also violates c. 93A because it violates the regulations of the Massachusetts Gaming Commission ("MGC"), in particular 205 CMR 256.04(1).

43. 205 CMR 256.04(1) states that, “No Sports Wagering Operator shall allow, conduct, or participate in any unfair or deceptive advertising, marketing, or branding for Sports Wagering. Advertising, marketing, or branding that is unfair or deceptive includes, but is not limited to, advertising, marketing, or branding that would reasonably be expected to confuse and mislead patrons in order to induce them to engage in Sports Wagering.”
44. DraftKings’ “\$1,000 Bonus” is in fact intended to confuse and mislead consumers, including Plaintiffs, and is therefore in violation of the regulation.
45. The Plaintiffs, and the members of the Class, have suffered damages as a result of DraftKings’ unfair and deceptive marketing promotion.

#### **COUNT II: UNTRUE AND MISLEADING ADVERTISING**

46. Plaintiffs restate and incorporate herein each of the prior allegations.
47. G.L. c. 266, §91 punishes “[a]ny person who, with intent to sell or in any way dispose of merchandise, securities, service, or anything offered by such person, directly or indirectly, to the public for sale or distribution, or who, with intent to increase the consumption of or demand for such merchandise, securities, service or other thing, or to induce the public in any manner to enter into any obligation relating thereto, or to acquire title thereto, or an interest therein, makes, publishes, disseminates, circulates or places before the public, or causes, directly or indirectly, to be made, published, disseminated, circulated or placed before the public within the commonwealth, in a newspaper or other publication, or in the form of a book, notice, handbill, poster, bill, circular, pamphlet or letter, or in any other way, an advertisement of any sort regarding merchandise, securities, service or anything so offered to the public, which advertisement contains any assertion, representation or statement of fact which is untrue, deceptive or misleading,

and which such person knew, or might on reasonable investigation have ascertained to be untrue, deceptive or misleading.”

48. The advertising and promotions for DraftKings’ “\$1,000 Bonus” violate G.L. c. 266, §91 because, among other things, they contain untrue, deceptive or misleading statements.
49. Plaintiffs, and the Members of the Class, have suffered damages as a result of DraftKings’ violations of G.L. c. 266, §91.

#### **IV. PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs and the Class request the following relief:

1. Certification of this action as a class action pursuant to Rule 23 of the Massachusetts Rules of Civil Procedure and/or G.L. c. 93A, § 9(2), and designation of Plaintiffs as the representatives of the Class;
2. A finding that DraftKings’ “\$1,000 Bonus” promotion violated G.L. c. 93A, § 2, the regulations of the Massachusetts Gaming Commission, and G.L. c.266, §91, and enjoining DraftKings from future violations thereof;
3. A judgment awarding actual damages, including the \$1,000 bonus promised in the promotion, or statutory damages;
4. An award of double or treble damages, reasonable costs and attorneys’ fees, in accordance with G.L. c. 93A, §9, because these violations were made willfully and knowingly by Defendant;
5. Prejudgment and post-judgment interest as provided by law; and
6. Such other and further relief as this Court deems necessary, just, and proper.

For the Plaintiffs,

A handwritten signature in black ink, appearing to read 'AAR', is written over a horizontal line.

Andrew A. Rainer BBO #542067

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## Exhibit A

### Bonus Requirements from DraftKings' Website – June 1, 2023

Captured from [https://sportsbook.draftkings.com/acq-50-free-bet?referrer=singular\\_click\\_id%3dde4cf2d0-82f8-4878-921f-698391eb862a&wpcid=120699&wpcn=50freebetonFTD&wpcrid=&wpsrc=Lineups](https://sportsbook.draftkings.com/acq-50-free-bet?referrer=singular_click_id%3dde4cf2d0-82f8-4878-921f-698391eb862a&wpcid=120699&wpcn=50freebetonFTD&wpcrid=&wpsrc=Lineups)

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Reproduced with similar font and color of original.

\*Gambling Problem? Call (800) 327-5050 or visit [gamblinghelpline.org](http://gamblinghelpline.org) (MA), Call 877-8-HOPENY/text HOPENY (467369) (NY).  
If you or someone you know has a gambling problem, crisis counseling and referral services can be accessed by calling 1-800-GAMBLER (1-800-426-2537) (CO/IL/IN/LA/MD/MI/NJ/OH/PA/TN/WV/WY), 1-800-NEXT STEP (AZ), 1-800-522-4700 (KS/NH), 888-789-7777/visit [ccpg.org](http://ccpg.org) (CT), 1-800-BETS OFF (IA), visit [OPGR.org](http://OPGR.org) (OR), or 1-888-532-3500 (VA).  
21+ (18+ NH/WY). Physically present in AZ/CO/CT/IL/IN/IA/KS/LA (select parishes)/MA/MD/MI/NH/NJ/NY/OH/OR/PA/TN/VA/WV/WY only. Void in ONT. Eligibility restrictions apply. Min. \$5 deposit. Deposit bonus requires 25x play-thru. Bonus issued as site credits. Min \$5 deposit. Eligible users will be rewarded one (1) \$50 bonus bet. Bonus bet must be used within 30 days. Bonus bet amount is not included in any returns or winnings. Bonus bet is also not redeemable for cash, non-transferable, and non-refundable. See [draftkings.com/sportsbook](http://draftkings.com/sportsbook) for full terms and conditions.  
A customer's first deposit (min. \$5) qualifies the user to receive up to \$1,000 in bonus funds in the form of site credits that can only be used on DraftKings. Bonus amount is equal to 20% of that deposit amount, not to exceed \$1,000 (the customer must deposit \$5,000 to be eligible to receive the maximum possible bonus amount of \$1,000). Bonus funds will be awarded to the user according to the following play-through requirement: for every \$25 played on DraftKings in DFS/Sportsbook/Casino, the user will receive \$1 in bonus funds released into their customer account (e.g., a \$5,000 deposit requires a customer to play through a cumulative total of \$25,000 in daily fantasy contests, sportsbook (-300 odds or longer), casino products, or any combination thereof to receive the maximum possible bonus amount of \$1,000). The play-through requirement must be met 90 days from the date of first deposit to receive maximum bonus. After such date, you are ineligible to earn any additional bonus funds as part of this promotion. Customers who previously made a deposit on DraftKings are ineligible for this promotion.  
Limit one (1) deposit bonus per user. Promo ends 6/30/23.

## Exhibit B

### Current Bonus Requirements as Downloaded from DraftKings' Website – December 7, 2023, at

[https://sportsbook.draftkings.com/sportsbook-app?\\_ga=2.61223791.213664798.1585367315-2104017782.1553037976&wpsrc=Organic%20Search&wpaffin=Google&wpkw=https%3A%2F%2Fsportsbook.draftkings.com%2Fsportsbook-app%3F\\_ga%3D2.61223791.213664798.1585367315-2104017782.1553037976&wpcn=sportsbook-app](https://sportsbook.draftkings.com/sportsbook-app?_ga=2.61223791.213664798.1585367315-2104017782.1553037976&wpsrc=Organic%20Search&wpaffin=Google&wpkw=https%3A%2F%2Fsportsbook.draftkings.com%2Fsportsbook-app%3F_ga%3D2.61223791.213664798.1585367315-2104017782.1553037976&wpcn=sportsbook-app)



LIFE'S MORE FUN WITH SKIN IN THE GAME.

Download DraftKings Sportsbook for the best gaming experience. Available on iOS and Android.



GET A \$1,000 DEPOSIT BONUS!



You must download the app in order to play DraftKings Sportsbook.  
Lines and odds subject to change.

The promotional offer is valid between 8/28/2023 at 12:00:00 AM Eastern Time (ET) and 12/31/2023 at 11:59:00 PM, Eastern Time (ET) (the "Promotional Period"). Must be physically located in Massachusetts (the "Eligible Jurisdiction"). Must be 21+ years of age or older. New customers only. To be eligible for the promotion, customers must: (1) be physically located in an Eligible Jurisdiction and obtained the minimum age requirements; (2) have never had a DraftKings Sportsbook account and sign up for a new Sportsbook account; or have a Sportsbook account but never made a deposit in their Sportsbook account; (3) must register and opt-in to the promotion using the promo code or clicking the appropriate link/button, and (4) deposit the prescribed minimum dollar amount into their DraftKings Sportsbook account (the "Qualifying Deposit"). The Qualifying Deposit may differ during periods in which this promotion is offered and will be clearly and conspicuously disclosed to customers prior to opting in. A Qualifying Deposit will be \$5 or more in each instance. A customer must play through their Qualifying Deposit according to the play-through requirements defined below to be eligible to receive up to \$1,000 DK Dollars. The customer's Qualifying Deposit dictates the amount of DK Dollars available to be earned. Bonus reward is equal to 20% of Qualifying Deposit amount. Bonus reward issued as DK Dollars that can only be used on DraftKings platforms. Customers are eligible to receive a maximum of \$1,000 DK Dollars from this promotion (the customer must deposit \$5,000 to be eligible to receive the maximum bonus amount of \$1,000 in DK Dollars). DK Dollars will be awarded to the customer according to the following playthrough requirement: for every \$15 played on any DraftKings product, the customer will receive \$1 in bonus funds released into their player account (applicable only on paid DFS contests, Sportsbook bets (-300 odds or longer), casino products, or any combination thereof) (e.g., a \$5,000 deposit requires a customer to play through a cumulative total of \$15,000 to receive the maximum bonus amount of \$1,000 DK Dollars). The play-through requirement must be met within thirty (30) days from the date of the customer's Qualifying Deposit to receive the maximum bonus award (the "Play Through Period"). For the avoidance of doubt, the thirty (30) day Play Through Period is measured as 720 hours from the time the Qualifying Deposit is made to the customer's DraftKings Sportsbook real money account. After such date, you are ineligible to earn any additional bonus funds as part of this promotion. For example, a customer who makes a Qualifying Deposit of \$1,000 after opting into the promotion will initially receive \$0 in bonus funds. On day 3, if they place a \$1,000 bet on DraftKings Sportsbook at +100 odds and win, the customer will have \$2,000 in their account (based on the winning bet) and \$67 in DK Dollars (This is based on the customer earning \$1 for every \$15 wagered: \$1 earned for every \$15 of the \$1,000 wager = \$67 in DK Dollars). At the end of the Play Through Period, if no other bets are placed, the customer will have \$2,000 in withdrawable cash and \$67 in DK Dollars. Customer must play through a cumulative total of \$15,000 to receive the maximum playthrough bonus of \$1,000 in site credits (\$5,000 \* 20% = \$1,000 max eligible bonus; 15x playthrough on \$1,000 is \$15,000). SB DK Dollars DK Dollars are site credits that have no cash value and are only valid for use on DraftKings. DK Dollars are used prior to any cash in your balance. DK Dollars are not withdrawable, non-transferable, and non-refundable. DK Dollars do not expire and must be wagered 1x prior to withdrawal of winnings. For example, if you place a wager with \$5 DK Dollars at +100 odds and win, you will receive a total of \$10 in cash. Your \$5 DK Dollars stake will be converted to cash, and you will receive your winnings as \$5 cash. There are no restrictions or playthrough requirements on winnings earned from DK Dollars. To learn more see <https://help.draftkings.com/hc/en-us/articles/4405232411539-What-are-DK-Dollars>. CAS DK Dollars DK Dollars are site credits that have no cash value and are only valid for use on DraftKings. DK Dollars do not expire and must be wagered 1x prior to withdrawal of winnings. For example, if you place a wager of \$5 DK Dollars on the color red on a Roulette game, and you win, you will receive a total of \$10 in cash. Your \$5 DK Dollars wager is converted to cash, and you will receive your winnings as \$5 cash. There are no restrictions or playthrough requirements on winnings earned from DK Dollars. To learn more see <https://help.draftkings.com/hc/en-us/articles/4405232411539-What-are-DK-Dollars>. DFS DK Dollars DK Dollars are site credits that have no cash value and are only valid for use on DraftKings. DK Dollars are used prior to any cash in your balance. DK Dollars are not withdrawable, non-transferable, and non-refundable. DK Dollars do not expire and must be played-through 1x prior to withdrawal of winnings. Just like if you paid your DFS entry fee in cash, your DK Dollars entry fee is not returned to your account. There are no restrictions or playthrough requirements on winnings earned from DK Dollars. To learn more see <https://help.draftkings.com/hc/en-us/articles/4405232411539-What-are-DK-Dollars>. Limit one (1) offer per customer. See DraftKings terms and conditions for information and limitations on wagering. Excludes odds boosts, live bets, parlays, bonus bets, cash out bets, and voided bets. Each customer will be notified when they have received an award by (1) a bell notification (this is a notification that displays as a bell icon on the home page of the DraftKings app and website that can be clicked on to view short confirmation copy and terms) and/or (2) an automatically triggered email if they successfully entered the promotion. Should you wish to cancel your participation in this promotion at any time, please contact customer experience at [sportsbook@draftkings.com](mailto:sportsbook@draftkings.com). Upon cancellation, you may withdraw any funds deposited in connection with this promotion subject to DraftKings Terms of Use. However, any applicable bonus rewards in your account shall be void, subject to forfeiture, and may not be transferred or withdrawn. Any wager placed in connection with the promotion can not be rescinded once it has been placed. All promotions are subject to the DraftKings Terms of Use and Privacy Policy. By accepting any bonus rewards, registered customers agree to abide by the terms and conditions of this Promotion. Promotional offer is subject to regulatory approval. Void where prohibited by law. DraftKings account holders are responsible for any and all applicable local, state, or federal taxes. DraftKings is not liable for computer or program malfunctions, nor for errors in bonus rewards. DraftKings reserves the right to exclude certain registered customers from this promotion, as well as the right to withhold the bonus reward if there is reason to suspect that their actions are fraudulent or, at DraftKings' sole discretion, it is determined that their actions are in violation of DraftKings' Terms of Use. To be eligible for this promotion, customers must be eligible to wager on DraftKings and must be physically located in a jurisdiction in which DraftKings operates. Any customer who is found to be ineligible to play on DraftKings immediately forfeits any bonus rewards which have been awarded. See DraftKings terms and conditions for information on eligibility for creating, using, and funding an interactive gaming account. DraftKings reserves the right to suspend, modify, and/or cancel this promotion upon notice to and approval from the applicable jurisdiction regulators located in the respective Eligible Jurisdiction. If you or someone you know has a gambling problem, help is available. Call 1-800-GAMBLER.