

THIS CIRCULAR AND THE ACCOMPANYING FORM OF PROXY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION.

If you are in any doubt as to the action you should take, you are recommended to seek your own personal financial advice as soon as possible from your stockbroker, bank, solicitor, accountant or other appropriate independent professional financial adviser (being, in the case of Flutter Shareholders in Ireland, an organisation or firm authorised or exempted under the Investment Intermediaries Act, 1995 of Ireland (as amended) or the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) or, in the case of Flutter Shareholders in the United Kingdom, an adviser authorised pursuant to the Financial Services and Markets Act 2000, or from another appropriately authorised independent financial adviser if you are in a territory outside Ireland or the United Kingdom).

If you sell or have sold or otherwise transferred your entire holding of ordinary shares in Flutter, please forward this Circular and the accompanying Form of Proxy, as soon as possible to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer is/was effected for onward transmission to the purchaser or transferee. However, such documents should not be forwarded or transmitted in or into any jurisdiction in which such act would constitute a violation of the relevant laws or regulations in such jurisdiction. If you sell or have sold or otherwise transferred only part of your holding of Flutter Shares, you should retain this Circular and the accompanying Form of Proxy and immediately consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

This document is not a prospectus and it does not constitute or form part of any offer or invitation to purchase, acquire, subscribe for, sell, dispose of or issue, or any solicitation of any offer to sell, dispose of, purchase, acquire or subscribe for, any security, including any Flutter Shares to be issued in connection with the Transaction.

This document (including any documents incorporated into it by reference) should be read as a whole and in conjunction with the accompanying Form of Proxy. The contents of this document should not be construed as legal, business or tax advice. You should consult your own legal adviser, financial adviser or tax adviser for legal, financial or tax advice.



FLUTTER ENTERTAINMENT PLC

(incorporated and registered in Ireland under the Companies Act with registered number 16956)

Proposed accelerated acquisition of approximately 37.2% of the issued and outstanding units of FanDuel Group Parent LLC from Fastball Holdings LLC Related Party Transaction and Notice of Extraordinary General Meeting

Goldman Sachs, which is authorised by the PRA and regulated by the FCA and the PRA in the United Kingdom, is acting as financial adviser and joint sponsor to Flutter and no one else in connection with the Transaction. Davy, which is authorised and regulated in Ireland by the Central Bank is acting as financial adviser and joint sponsor to Flutter and no one else in connection with the Transaction. In connection with such matters, Goldman Sachs and Davy, their affiliates and their respective directors, officers, employees

and agents will not regard any other person as their client, nor will they be responsible to anyone other than Flutter for providing the protections afforded to their clients or for providing advice in relation to the Transaction, the contents of this Circular or any transaction arrangement or other matter referred to herein.

Apart from the responsibilities and liabilities, if any, which may be imposed on Goldman Sachs by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, Goldman Sachs and its affiliates, directors, officers, employees and advisers, accept no responsibility or liability whatsoever for, and do not make any representation or warranty, express or implied, as to the contents of this Circular, including its accuracy, completeness or verification or for any other statement made or purported to be made in connection with Flutter, Fastball or FanDuel or the Transaction and nothing in this Circular is or shall be relied upon as a promise or representation in this respect, whether as to the past or future. Goldman Sachs accordingly disclaim to the fullest extent permitted by law all and any responsibility or liability whether arising in tort, contract or otherwise (save as referred to above) which they might otherwise have in respect of this Circular or any such statement.

This Circular should be read as a whole. Your attention is drawn to the letter from the Chair of Flutter, which is set out on pages 11 to 20 of this Circular and which contains the unanimous recommendation of the Flutter Board to Flutter Shareholders to vote in favour of the Resolution to be proposed at the EGM referred to below. You should read this Circular in its entirety and consider whether or not to vote in favour of the Resolution in light of the information contained in this Circular.

As the Transaction constitutes a related party transaction for Flutter under the Listing Rules, it will require the passing by Flutter Shareholders of the Resolution to be proposed at the EGM. Notice of an EGM of Flutter, to be held at 11:00 a.m. on 29 December 2020 at Arthur Cox, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland, is set out at the end of this Circular.

Your attention is drawn to the special arrangements for the Extraordinary General Meeting in response to the Coronavirus (COVID-19) pandemic which are set out in this Circular, including in particular the information notice on page 6.

A Form of Proxy for use by Flutter Shareholders at the EGM is enclosed, other than for Flutter Shareholders who have opted for the electronic communications service, who will receive an email notification rather than a Form of Proxy. To be valid, Forms of Proxy, completed in accordance with the instructions printed thereon, must be lodged with the Company's registrar, Link Registrars Limited, either to P.O. Box 1110, Maynooth, Co. Kildare, Ireland (if delivered by post) or to Link Registrars Limited, Level 2, Block C, Maynooth Business Campus, Maynooth, Co. Kildare, W23 F854, Ireland (if delivered by hand) or received by the Company at its registered office, by no later than 11:00am on 27 December 2020 (or, in the case of an adjournment, no later than 48 hours before the time fixed for holding the adjourned meeting). The completion and return of a Form of Proxy will not preclude you from attending and voting in person at the Extraordinary General Meeting, or any adjournment thereof, should you wish to do so, subject to compliance with the latest guidance of the Irish Government to minimise any potential risks posed to attendees as a result of the Coronavirus (COVID-19) pandemic.

Alternatively, Flutter Shareholders may appoint a proxy electronically, by visiting the website of the Company's registrar at www.fluttershares.com; to do this, Flutter Shareholders will need their investor code (IVC), which can be found on their Form of Proxy, and will need to agree to the terms and conditions specified by the Company's registrar.

CREST members may also use the CREST electronic proxy appointment service to appoint a proxy for the EGM by completing and transmitting a CREST Proxy Instruction to the Company's registrar (CREST participant ID 8RA56).

Further instructions on how to appoint a proxy are set out in the notes to the Notice of EGM and on the Form of Proxy.

All proxy appointments (including an electronic proxy appointment or an appointment via the CREST electronic proxy appointment service) must be received by no later than 11:00 a.m. on 27 December 2020 (or, in the case of an adjournment of the EGM, no later than 48 hours before the time fixed for holding the

adjourned meeting). The completion and return of a Form of Proxy (including an electronic proxy appointment or an appointment via the CREST electronic proxy appointment service) will not prevent a Flutter Shareholder from attending and voting in person at the EGM, or any adjournment thereof, should they wish to do so, subject to compliance with the latest guidance of the Irish Government to minimise any potential risks posed to attendees as a result of the Coronavirus (COVID-19) pandemic. A proxy need not be a shareholder of the Company.

Capitalised terms used in this document are defined in Part IV (*Definitions*) of this Circular.

The date of publication of this document is 10 December 2020.

CONTENTS

EXPECTED TIMETABLE OF PRINCIPAL EVENTS	6
PART I LETTER FROM THE CHAIR OF FLUTTER.....	12
PART II SUMMARY OF THE KEY TERMS AND CONDITIONS OF THE TRANSACTION	22
PART III ADDITIONAL INFORMATION.....	25
PART IV DEFINITIONS	32
PART V FLUTTER ENTERTAINMENT PLC NOTICE OF EXTRAORDINARY GENERAL MEETING	39

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Flutter Shareholders should take note of the dates and times set forth in the table below in connection with the Transaction. These dates and times are indicative only and may be changed by Flutter in accordance with the terms and conditions of the Transaction, as described in this Circular.

Date of issue of this Circular.....	10 December 2020
Latest time and date for receipt of Forms of Proxy for the EGM.....	11:00 a.m. on 27 December 2020
Record date for determining Flutter Shareholders entitled to vote at the EGM.....	7:00 p.m. on 27 December 2020
EGM.....	11:00 a.m. on 29 December 2020
Closing Date, Closing.....	A date expected to be in the last week in December 2020 (D)
Consideration Shares issued.....	D
Expected Admission and commencement of dealings in Consideration Shares.....	3:00 a.m. (Eastern time)/ 8:00 a.m. (Irish time) on D

The above dates are indicative only and assume that the Conditions to Closing have been satisfied before the date estimated for Closing. All dates and times are based on the current expectations of Flutter and are subject to change, which will depend, among other things, on the date on which the Conditions to the Transaction are satisfied or, where applicable, waived. If any of the above times and/or dates change, the revised times and/or dates will be notified by announcement through a Regulatory Information Service.

Flutter will make appropriate announcements to a Regulatory Information Service promptly after the EGM giving details of the results thereof and on Admission giving details of the number of Consideration Shares that have been issued.

All references in this Circular to times are to Dublin, Ireland times, unless otherwise stated.

IMPORTANT NOTICE REGARDING CORONAVIRUS (COVID-19)

The well-being of Flutter Shareholders, employees and service providers is a primary concern for the directors of the Company. Due to the restrictions on travel and meetings under the regulations and the guidance issued by the Government of Ireland and the Department of Health relating to the ongoing Coronavirus (COVID-19) pandemic, the EGM will proceed under very constrained circumstances:

- **Flutter Shareholders are requested not to attend the EGM in person and instead to submit a Form of Proxy accompanying the Notice of EGM to ensure they can vote and be represented at the EGM without attending in person.** This can be done in advance of the EGM by availing of one of the ways you can appoint a proxy set out in the notes section of the Notice of EGM. Please note the deadlines for receipt of the proxy appointment for it to be valid. By submitting a Form of Proxy, appointing the Chair to vote as instructed on your behalf, you will be able to ensure that your vote on the proposed resolutions is cast at the EGM in accordance with your wishes without attending in person.
- If you wish to listen live to the EGM proceedings, you can do so by availing of the telephone facility and dialing-in to the following number at the time of the meeting:

Ireland Tollfree:	1800 946 812
UK Freephone:	0800 012 1327
UK Direct:	+ 0203 972 3299
International direct:	+44 0203 972 3299
Passcode:	490 340 35#

Flutter Shareholders wishing to avail of this facility should please ensure that they have submitted their Form of Proxy by the relevant deadline in advance of the EGM, as it will not be possible to vote at the EGM using the telephone facility.

- Flutter Shareholders who have a question to raise with us are requested to submit those questions in writing in advance of the EGM either by post to the Company Secretary, Flutter Entertainment plc, Belfield Office Park, Beech Hill Road, Clonskeagh, Dublin 4, Ireland, or by email to cosec@flutter.com. All correspondence should include sufficient information to identify a Flutter Shareholder on the register of members. Responses to the most common questions will be posted on our website on www.flutter.com/investors/2020EGM and we also anticipate responding to all questions individually by correspondence.
- Overall, we will be seeking to conduct the EGM as safely and efficiently as possible and in compliance with the applicable law, regulations and guidance in effect in connection with the Coronavirus (COVID-19) at the time of the meeting.

In the event that it is not possible to convene and hold the EGM either in compliance with applicable public health guidelines or requirements, applicable law or where it is otherwise considered that proceeding with the EGM as planned poses an unacceptable risk to health and safety, the EGM may be adjourned or postponed to a different time and/or venue, in which case notification of such adjournment or postponement will be given in accordance with the Company's Articles.

The Company will continue to monitor the impact of the Coronavirus (COVID-19) and any relevant updates regarding the conduct of the EGM will be available on www.flutter.com/investors/2020EGM.

Flutter Shareholders are also encouraged to keep up-to-date with, and follow, the regulations and guidance from the Government of Ireland and the Department of Health as circumstances may change at short notice.

PRESENTATION OF INFORMATION

FORWARD-LOOKING STATEMENTS

This document (including information incorporated by reference in this document), oral statements made regarding the Transaction, and other information published in connection with the Transaction contain statements which are, or may be deemed to be, “forward-looking statements”. Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements. The forward-looking statements contained in this document include statements relating to the expected effects of the Transaction on Flutter, the expected timing and scope of the Transaction and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as “plans”, “expects” or “does not expect”, “is expected”, “is subject to”, “budget”, “scheduled”, “estimates”, “forecasts”, “intends”, “anticipates” or “does not anticipate”, or “believes”, or variations of such words and phrases or statements that certain actions, events or results “may”, “could”, “should”, “would”, “might” or “will” be taken, occur or be achieved.

Although Flutter believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to be correct. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements. These factors include the satisfaction of the Conditions, as well as factors such as future market conditions, currency fluctuations, the behaviour of other market participants, the actions of regulators and other factors such as changes in the political, social and regulatory framework in which Flutter will operate or in economic or technological trends or conditions. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors.

None of Flutter or any of its associates or directors, officers or advisers provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this document will actually occur. You are cautioned not to place undue reliance on these forward-looking statements. Other than in accordance with its legal or regulatory obligations, Flutter is under no obligation, and Flutter expressly disclaims any intention or obligation, to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

PRESENTATION OF FINANCIAL INFORMATION

Unless otherwise indicated, all references in this Circular to “€”, “euro” or “cent” are to the lawful currency of participating member states of the European Union. Unless otherwise indicated, all references in this Circular to “Sterling”, “£” or “p” are to the lawful currency of the UK and references to “US dollar”, “USD” and “US\$” are to the lawful currency of the United States. Certain figures contained in this Circular or in the documents incorporated by reference herein, including financial, statistical and operating information, have been subject to rounding adjustments. Accordingly, in certain instances, the sum of the numbers in a column or row in tables contained in this Circular or in the documents incorporated by reference herein may not conform exactly to the total figure given for that column or row.

This Circular references EBITDA and Adjusted EBITDA which are non-IFRS measures. Flutter believes these non-IFRS financial measures will provide Flutter Shareholders with useful supplemental information about the financial and operational performance of Flutter and FanDuel, enable comparison of financial results between periods where certain items may vary independent of business performance, and allow for greater transparency with respect to key metrics used by relevant management in operating its business, identifying and evaluating trends, and making decisions. Although Flutter believes these financial measures are important in evaluating Flutter and FanDuel they are not intended to be considered in isolation or as a substitute for, or superior to, financial information prepared and presented in accordance with IFRS. They are not recognised measures under IFRS and do not have standardized meanings prescribed by IFRS. These measures may be different from non-IFRS financial measures used by other

companies, limiting their usefulness for comparison purposes. Moreover, presentation of these measures may be provided for year-over-year comparison purposes, and investors should be cautioned that the effect of the adjustments thereto provided herein have an actual effect on the operating results of Flutter and/or FanDuel.

Other than certain sections of Flutter's audited consolidated financial statements for the financial years ended 31 December 2019, which are incorporated by reference into this document, the financial information set out in this document does not constitute statutory financial statements within the meaning of section 340 of the Companies Act 2014 and has been published to meet the requirements of the Listing Rules. The statutory financial statements for the year ended 31 December 2019 and the report of the statutory auditor thereon have been delivered to the Registrar of Companies of Ireland. The matters referred to in the statutory auditor's report were unqualified, and did not include references to any matters to which the statutory auditor drew attention by way of emphasis without qualifying the report.

TIME

All references in this Circular to times are to Dublin, Ireland times, unless otherwise stated.

DEFINITIONS

Capitalised terms used in this Circular have the meaning ascribed to them in Part IV (*Definitions*) of this Circular.

NO OFFER OF SECURITIES

This document does not constitute or form part of any offer or invitation to purchase, acquire, subscribe for, sell, dispose of or issue, or any solicitation of any offer to sell, dispose of, purchase, acquire or subscribe for, any security, including any Consideration Shares to be issued in connection with the Transaction. In particular, the Consideration Shares to be issued in connection with the Transaction have not been and will not be registered under the Securities Act and may not be offered or sold in the US absent registration or an applicable exemption from the registration requirements of the Securities Act.

NO PROFIT FORECASTS OR ESTIMATES

No statement in this document, or incorporated by reference into this document, is intended to be or is to be construed as a profit forecast or estimate for any period and no other statement in this document should be interpreted to mean that earnings or earnings per share for Flutter for the current or future financial years, or those of Flutter, would necessarily match or exceed the historical published earnings or earnings per share for Flutter.

DIRECTORS, SECRETARY, REGISTERED OFFICE AND ADVISERS

Directors of Flutter	Gary McGann	(Chair)
	Divyesh (Dave) Gadhia	(Deputy Chair and Non-Executive Director)
	Jeremy Peter Jackson	(Chief Executive Officer)
	Jonathan Hill	(Chief Financial Officer)
	Zillah Byng-Thorne	(Independent Non-Executive Director)
	Michael Cawley	(Independent Non-Executive Director)
	Nancy Cruickshank	(Independent Non-Executive Director)
	Ian Dyson	(Non-Executive Director)
	Richard Flint	(Non-Executive Director)
	Andrew Higginson	(Senior Independent Director)
	Alfred F. Hurley	(Independent Non-Executive Director)
	David Lazzarato	(Independent Non-Executive Director)
	Peter Rigby	(Independent Non-Executive Director)
	Mary Turner	(Independent Non-Executive Director)
Company Secretary of Flutter	Edward Traynor	(Company Secretary)
Registered Office of Flutter	Belfield Office Park, Beech Hill Road, Clonskeagh, Dublin 4, Ireland	
Financial adviser, corporate broker and joint sponsor to the Company	Goldman Sachs International Plumtree Court, 25 Shoe Lane, London, EC4A 4AU, United Kingdom	
Financial adviser, corporate broker and joint sponsor to the Company	Davy Davy House, 49 Dawson Street, Dublin 2, D02 PY05, Ireland	
Legal advisers to the Company as to Irish law	Arthur Cox	

Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland

**Legal advisers to the Company
as to U.S. law**

Wachtell, Lipton, Rosen & Katz

51 West 52nd Street, New York, NY 10019, USA

**Reporting accountants and
auditors to the Company**

KPMG

1 Stokes Place, St Stephen's Green, Dublin 2 D02 DE03,
Ireland

PART I
LETTER FROM THE CHAIR OF FLUTTER

Flutter Entertainment plc
*(incorporated in Ireland with limited liability with registered
number 16956)*

Directors

Gary McGann	<i>(Chair)</i>
Divyesh (Dave) Gadhia	<i>(Deputy Chair and Non-Executive Director)</i>
Peter Jackson	<i>(Chief Executive Officer)</i>
Jonathan Hill	<i>(Chief Financial Officer)</i>
Andrew Higginson	<i>(Senior Independent Director)</i>
Zillah Byng-Thorne	
Michael Cawley	
Nancy Cruickshank	
Ian Dyson	
Richard Flint	
Alfred F. Hurley	
David Lazzarato	
Peter Rigby	
Mary Turner	

Registered office
Belfield Office Park
Beech Hill Road
Clonskeagh
Dublin 4
Ireland

10 December 2020

To the holders of Flutter Shares.

Dear Shareholder,

Proposed accelerated acquisition of approximately 37.2% of the issued and outstanding units of FanDuel Group Parent LLC from Fastball Holdings LLC

Notice of the Extraordinary General Meeting of Flutter Entertainment plc to be held at Arthur Cox, Ten Earlsfort Terrace, Dublin, D02 T380, Ireland on 29 December 2020 at 11:00 a.m.

1. Introduction

On 3 December 2020, Flutter announced that it had entered into an agreement to acquire Fastball's entire stake in FanDuel, representing approximately 37.2% of the issued and outstanding units of FanDuel, in exchange for \$4,175,000,000 (£3,131,000,000),¹ pursuant to the terms of a purchase agreement entered into on 3 December 2020 between TSE, a wholly-owned subsidiary of Flutter, Fastball and Flutter. Following the Closing Date, Flutter will own 95% of FanDuel and the balance of 5% will continue to be held by Boyd.

Under the terms of the Purchase Agreement, Flutter will satisfy the \$4,175,000,000 consideration payable to Fastball by way of \$2,087,500,000 of cash and the issue of 11,747,205 new Ordinary Shares directly to Fastball (the "**Consideration Shares**"), at a reference price of £133.50 calculated as a VWAP over the period 11 November 2020 to 27 November 2020. Further information on the background to and reasons for the Transaction are set out in paragraph 2 below.

Subject to the satisfaction, or where applicable, waiver of the Conditions, it is estimated that the Transaction will become Effective before the end of December 2020.

¹ Assumed FX rate £1:\$1.33

As Fastball owns approximately 37.2% of the issued and outstanding units of FanDuel, a subsidiary of Flutter, Fastball is considered to be a substantial shareholder of Flutter for the purposes of the Listing Rules. The Transaction therefore constitutes a related party transaction for Flutter under the Listing Rules and is subject to, and conditional upon, the approval of Flutter Shareholders by ordinary resolution. In addition, the Other Related Parties are directors of FanDuel and have direct and/or indirect interests in Fastball, as further described in paragraph 6 below, and are therefore related parties for the purposes of this Transaction. Due to its size, the Transaction constitutes a Class 2 Transaction under the Listing Rules. Further information on Fastball and the related party transaction is set out in paragraph 6 below.

Accordingly, an EGM is being convened for this purpose and will be held at 11:00 a.m. on 29 December 2020 at Arthur Cox, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland. **A Notice of EGM containing the Resolution to be proposed and considered at the EGM is set out at the end of this Circular.** Matthew King has a beneficial interest in 465 Flutter Shares and has undertaken not to vote on the Resolution. Fastball, Ted Oberwager and Michael LaSalle do not own any Flutter Shares and therefore will not vote on the Resolution. Under the Listing Rules, Matthew King and associates of Fastball and the Other Related Parties, to the extent they own Flutter Shares, are precluded from voting in relation to the Transaction. Fastball and each of the Other Related Parties have undertaken to take all reasonable steps to ensure that their respective associates will not vote on the Resolution.

The Transaction is subject to certain other conditions which are summarised in this Circular.

The Flutter Board considers that the Transaction is in the best interests of Flutter Shareholders as a whole and unanimously recommends that Flutter Shareholders vote in favour of the Resolution to be proposed at the EGM.

The purpose of this Circular is to: (i) explain the background to and reasons for the Transaction, (ii) explain why the Flutter Board considers the Transaction to be in the best interests of Flutter Shareholders as a whole, and (iii) convene an EGM to seek the approval of Flutter Shareholders for the Transaction and other actions on the part of Flutter related to the Transaction.

2. Background to and reasons for the Transaction

In May 2018, Flutter (then Paddy Power Betfair plc) announced the acquisition of an initial controlling stake in FanDuel Ltd. through a cash investment of \$158,000,000 and the transfer of its then existing US assets (principally TVG and its New Jersey online casino) into a newly merged US group. Following a subsequent market access deal with Boyd, Flutter's stake in FanDuel stood at 57.8%.

A mechanism was put in place to facilitate the sale of Fastball's remaining 37.2% stake in FanDuel to Flutter in two tranches in July 2021 (as to one half of Fastball's units in FanDuel then held) (the "**July 2021 Put and Call**") and July 2023 (as to all of Fastball's units then held) at prevailing market valuations. This mechanism contained constraints on the amount Flutter could be obliged to pay to acquire the stake, potentially leaving Fastball continuing to hold material levels of an illiquid minority share in the business for an indefinite period. In agreeing the terms of the Transaction, Fastball is able to realise a considerable return on its original investment in FanDuel while trading the discount for price certainty, liquidity and an opportunity to expedite the payment it receives for its full stake. From Flutter's perspective, the Transaction accelerates the transfer of the minority stake at what the Board believes to be a discount to the intrinsic fair value of the business, taking into account the business' significant growth opportunities, and at a discount to FanDuel's closest peer.²

² Transaction price implies a FanDuel enterprise value of \$11.2bn; equates to a discount of over 40% to \$20.3bn enterprise value of DraftKings Inc. (as at 27 Nov 2020).

Strategic rationale for Transaction

It increases exposure to the most attractive market opportunity in the sector today

The ongoing regulation of online sports betting and gaming in multiple states represents the single biggest market opportunity for Flutter today. Since the repeal of the Professional and Amateur Sports Act (“PASPA”) in May 2018, the pace with which states have legislated online sports betting, and in some cases online gaming, has exceeded the Group’s initial expectations.

The potential size of the US total addressable market (“TAM”) for online betting and gaming continues to grow. By the end of 2021, Flutter expects its online sports betting products to be available in states accounting for approximately one third of the US population. Flutter expects its online gaming products to be available in four states, equating to 11% of the US population. In both cases, the roster of regulated states does not yet include any of the four most populated states, namely California, Texas, Florida or New York.

To put the full scale of the US opportunity into context for Flutter, the states that we expect to be live in by the end of 2021 are expected to be worth c.\$9.1bn in gross gaming revenue terms at maturity.³ This makes them almost as large as the regulated online markets of the UK, Ireland and Australia combined.⁴ Based on the earnings guidance provided in the Group’s Q3 Trading Statement dated 11 November 2020, Flutter expects to generate online EBITDA from these three regulated markets of over \$1bn in 2020.

It is unclear at this point how many further states will regulate online sports betting and gaming. Flutter estimates that for each incremental 5% of the US population that is given access to regulated sports-betting and regulated online gaming, the TAM could increase by c.\$850m and c.\$1.3bn respectively.

It increases Flutter’s share in the US market leader, a business with key competitive advantages

FanDuel is the market leader in the US online gaming market today. The business enjoys several key advantages over competitors. These are:

(i) The FanDuel player database and brand which provide a structural cost advantage in the acquisition of sportsbook/gaming customers at scale

FanDuel has over 9.5 million customers nationally providing the business with an enthusiastic sports betting customer base. Approximately 40% of all sportsbook customers acquired in the first two years have come from the daily fantasy sports (“DFS”) database. The ability to convert DFS players to sports betting at relatively low cost means that FanDuel enjoys a structural cost advantage over most competitors when it comes to sportsbook player acquisition at scale.

In addition, the FanDuel brand has been built on the back of cumulative marketing investment to date of over \$0.8bn. Recent investment has included long-term media partnerships with both Turner Sports and Entercom, securing exclusive access to key media assets and integrations at both a local and national level. Such deals help to drive direct customer acquisition while the overall strength of the brand brings two benefits; it means that it enjoys relatively high unaided brand awareness while it also makes FanDuel a partner of choice for many market access partners.

(ii) The ability to leverage the wider Flutter Group to develop market leading products that drive retention and improve customer economics

³ Sources: Based on Eilers and Krejcik and Flutter internal estimates. Assumes FanDuel will be live in 14 states in 2021 for sports betting: Colorado, Indiana, Iowa, Illinois, Louisiana, Maryland, Massachusetts, Michigan, New Jersey, Ohio, Pennsylvania, Tennessee, Virginia and West Virginia. Assumes FanDuel will be live in 4 states in 2021 for gaming: Michigan, New Jersey, Pennsylvania and West Virginia.

⁴ The estimated size of the UK, Irish and Australian online markets combined is \$9.5bn. Source: Regulus and Flutter internal estimates of online sportsbook and gaming market size. Combined population 97m.

Product leadership is vital for customer retention, which in turn leads to better customer unit economics. Access to Flutter’s global risk and trading expertise (with a combined team of over 650 personnel) has afforded FanDuel product advantages such as the number of in-play markets that it offers on various sports and the roll-out of Flutter’s Same Game Parlay™ products in the US. The ability to leverage these products and technology infrastructure has meant that FanDuel’s sports betting app has been ranked the best in the market.⁵

The retention benefit this leads to has clearly been evident during 2020, with c.90% of sportsbook customers that were active on the FanDuel platform in March (pre-suspension of major sport) returning to play by October. The launch of the Group’s proprietary sports betting platform is now complete in West Virginia with remaining states expected to follow in 2021. This internal open-source platform, which is supported by over 3,600 technologists group-wide, will improve reliability and scalability while giving FanDuel access to Flutter’s “feature factory”.

(iii) Greater product diversification and scale than competitors which in turn fuels investment

FanDuel is the only operator to offer all four key product verticals in the US, namely sports betting, DFS, gaming and online horserace wagering. In addition, it has a presence in all 50 US states through its free-to-play products while it takes real-money play in 41 states. This is important because it (i) enables FanDuel to monetise its customer base in a way many competitors cannot in states that are yet to regulate sports betting and gaming, (ii) leads to better customer economics given that the lifetime value of multi-product customers exceeds that of single product customers, and (iii) provides a funding stream for ongoing investment, with the cash flow generated from our more mature US products (TVG and DFS) supporting the growth in sports betting and gaming.

All of the factors above have contributed to FanDuel becoming the online market leader in the US today with unrivalled online scale and market share. For the financial year to date FanDuel has acquired more than 800,000 customers⁶ across all verticals. As disclosed in the Q3 Trading Statement on 11 November 2020, we now expect our US business to generate over \$850,000,000 in net revenue in 2020. This represents year on year growth of 70%+ and exceeds the revenue guidance of our next nearest online competitor in the US by over 50%. In 2020, Flutter expects contributions from the New Jersey online sportsbook and gaming businesses combined to be more than \$40,000,000. FanDuel’s share of the online sport-betting market in Q3 was 43% while its share of the combined sports and gaming market was 24%.⁷

It secures the minority stake at an attractive valuation

The Transaction price of \$4,175,000,000 implies an enterprise value for FanDuel of \$11,200,000,000. This represents (i) a potentially valuable opportunity in light of our own estimate of the intrinsic value of the business, taking into account the business’s significant growth opportunities, and (ii) a discount to FanDuel’s closest peer,⁸ despite FanDuel being the market leader in the US market. This discount reflects a number of factors, including Fastball’s minority

⁵ Eilers and Krecjik survey of 16 sports betting apps in NJ, October 2020.

⁶ Pro forma Flutter US division for 9 months ended 30 September 2020

⁷ Source: Online sportsbook market share is the gross gaming revenue (“GGR”) market share of FanDuel for Q3 2020 in the states in which FanDuel was live in Q3 as per Flutter’s Q3 trading update on 11 November 2020. During Q3 FanDuel was live for sports betting in Colorado, Illinois, Indiana, Iowa, New Jersey, Pennsylvania and West Virginia. Market share calculations do not include Illinois due to unavailability of September data at that time. Online gaming market share reflects the combined NJ and PA market share of the FanDuel and Betfair brands during Q3 2020. Combined online market share is the combination of both sportsbook and gaming as defined above. The gaming market share excludes PokerStars which is part of Flutter but not part of FanDuel. Combined gaming share in the US is 29% when PokerStars is included.

⁸ Transaction price implies a FanDuel enterprise value of \$11.2bn; equates to a discount of over 40% to \$20.3bn enterprise value of DraftKings Inc. (as at 27 Nov 2020)

position in FanDuel and the provision of price certainty and liquidity to Fastball as well as allowing it to expedite the payment it receives for its full stake.

It removes considerable uncertainty with respect to the future

There has been significant volatility in the valuation multiples within the US online gaming sector. The previously agreed mechanism for the transfer of the Fastball stake to Flutter would have involved fair market valuations of FanDuel being conducted in 2021 and 2023, with put and call options in place based on those valuations. The Board has concluded that it is in the best interest of Flutter Shareholders to avail of the discount factors through this alternative transaction now and thus remove pricing uncertainty in acquiring Fastball's stake in FanDuel.

It simplifies US stakeholder arrangements, providing greater future flexibility

The Transaction simplifies the Company's stakeholder arrangements in the US by bringing Flutter to 95% ownership of FanDuel, increasing Flutter's control over the direction of our US operations.

The Transaction also simplifies the economic position in relation to the FOX Bet business. As part of the Combination with TSG, Fastball was granted an economic interest in the FOX Bet business. This would have involved Fastball receiving the equivalent of 11% in the uplift in the valuation of FOX Bet between May 2020 and July 2023 (the "**Fox Bet Value Payment**"). Pursuant to the terms of this Transaction, Fastball's right to receive the Fox Bet Value Payment from Flutter will be terminated.

FanDuel's market access partner, Boyd, will continue to hold a 5% stake in FanDuel following completion of the Transaction. Flutter intends to offer to FOX Sports the option to purchase 18.5% of FanDuel at fair market value in July 2021, with substantively the same terms and valuation mechanism that FOX Sports and Flutter previously agreed would have applied to the Fastball put and call options. No assurances can be provided on whether and on what terms any such transaction with FOX would take place.

3. Summary information on FanDuel

FanDuel offers retail sports betting in selected states, primarily as part of the market access arrangements to facilitate online sports betting. FanDuel operates (i) FanDuel branded online and retail sports betting operations in a growing number of U.S. states (eight currently), its DFS across 50 states and its horse racing advance deposit wagering business in 23 states, (ii) TVG, which broadcasts horseracing across the US and operates an online advance deposit wagering network offered in 33 states, and (iii) the Betfair and FanDuel online casinos in New Jersey and Pennsylvania.

In total, 17 US states have now legislated for online sports betting, covering approximately 30%⁹ of the US population. This has led to the creation of a sizable addressable market for FanDuel of 27% of the US population and the Flutter Group anticipates that further US states will consider sports betting regulation in due course such that this will expand to 33% by the end of 2021. In this rapidly evolving US sports betting market, FanDuel is focused on going live in as many regulated states as soon as practically possible following state openings. FanDuel is focused on acquiring sports-betting customers through a combination of direct customer acquisition and through cross-sell of sportsbook to the Flutter Group's daily fantasy sports customer database. The Company estimates that FanDuel's DFS customer base provides FanDuel with a structural cost advantage in acquiring sports betting customers over most of its competitors.

Underlying EBITDA losses of £(36.2) million in the US for the financial year ended 31 December 2019 reflect the ongoing customer acquisition that the Flutter Group has achieved across the states in which sports betting has become regulated. By 31 December 2019, the Flutter Group had

⁹ Includes those states which have either legislated or passed referenda to allow legislation of online sports betting, including lottery led monopolies.

acquired 2 million active customers in the US. FanDuel has been fully consolidated in Flutter's financial statements since 2018.

4. Summary of the principal terms and conditions of the Transaction

The Purchase Agreement was entered into by TSE, Fastball and Flutter on 3 December 2020. Pursuant to the terms of the Purchase Agreement, Fastball has agreed to sell the Fastball Shares to TSE in exchange for \$4,175,000,000, \$2,087,500,000 of which is expected to be satisfied in cash and the remainder of which is expected to be satisfied through the issue of 11,747,205 Consideration Shares directly to Fastball.

Subject to limited exceptions, the Purchase Agreement imposes certain “lock-up” restrictions on Fastball’s ability to distribute or transfer any Consideration Shares it may receive in connection with the Transaction. From and after 31 March 2021, Fastball would be permitted to distribute or sell up to 20% of any Consideration Shares it may receive; from and after 1 July 2021, Fastball would be permitted to distribute or sell up to 50% of such Consideration Shares (inclusive of any shares distributed or sold prior to 1 July 2021); and from and after 31 December 2021, Fastball would be permitted to distribute or sell up to 100% of such Consideration Shares.

Conditions to Closing

The consummation of the Transaction is subject to the satisfaction or waiver, as applicable, of the Conditions, which are set out in full in the Purchase Agreement, and which include the following:

Conditions to the obligations of both TSE and Fastball

- the absence of any law, judgment, injunction, order or decree by a governmental entity that remains in effect and makes illegal or prohibits the consummation of the Transaction;
- approval of the Transaction by Flutter Shareholders (by ordinary resolution) as a related party transaction at a general meeting of Flutter; and
- the FCA, the London Stock Exchange and Euronext Dublin agreeing to admit the Consideration Shares to: (i) listing on the premium listing segment of the Official List of the FCA and to a secondary listing on the Official List of Euronext Dublin; and (ii) trading on the London Stock Exchange’s main market for listed securities and the Euronext Dublin Market.

Conditions to the obligations of TSE

- the truth and accuracy in all material respects of the representations and warranties of Fastball in the Purchase Agreement; and
- the performance in all material respects by Fastball of the covenants and other agreements required under the Purchase Agreement to be performed by Fastball prior to the consummation of the Transaction;

Conditions to the obligations of Fastball

- the truth and accuracy in all material respects of the representations and warranties of TSE in the Purchase Agreement; and
- the performance in all material respects by TSE of the covenants and other agreements required under the Purchase Agreement to be performed by TSE prior to the consummation of the Transaction.

Completion of the Transaction is not conditional upon any regulatory approvals having been obtained.

Further details of the Purchase Agreement, which sets out the principal terms of the Transaction, are contained in Part II (*Summary of the Key Terms and Conditions of the Transaction*) of this document.

The approval of Flutter Shareholders will be sought at the EGM which is scheduled to occur on 29 December 2020. Subject to the satisfaction of the Conditions, Closing is estimated to occur during the fourth quarter of 2020.

5. Financing the Transaction

Flutter intends to fund the cash element of the purchase price through (i) cash on balance sheet, and (ii) the net proceeds of the placing of 8,004,503 new Ordinary Shares which concluded on 4 December 2020 (the “**Placing**”), representing approximately 5.2% of the issued share capital of Flutter prior to the Placing (excluding treasury shares), and raising approximately £1.1bn. The Placing was undertaken in accordance with the terms of the Placing Agreement, the terms of which are summarised in Part III (*Additional Information*) of this Circular. The remainder of the consideration payable, \$2,087,500,000, is anticipated to be satisfied through the issue of the Consideration Shares.

The consideration financing mix takes into account Flutter’s focus on maintaining balance sheet strength and financial flexibility. Assuming Closing occurs in 2020, leverage at the financial year end is expected to be less than 3.0x Adjusted EBITDA. The Board is satisfied that this is an appropriate level of additional leverage to apply to Flutter, minimising shareholder dilution while also maintaining balance sheet strength to fund appropriate investment and growth opportunities for the Group. The Board is confident that the highly cash generative nature of the Group will bring it towards the Board’s leverage target of 1.0x-2.0x over the medium-term. As previously stated, once leverage has returned to this target range, the Board will re-examine the Group’s dividend policy.

6. Information on Fastball and the related party transaction

Fastball is a limited liability company, organized under the laws of the State of Delaware. Fastball has two nominee directors on the board of directors of FanDuel, Ted Oberwager and Michael LaSalle, who will resign as directors of FanDuel with effect from Closing. As Fastball owns approximately 37.2% of the units in FanDuel, a subsidiary of Flutter, Fastball is considered to be a substantial shareholder of Flutter for the purpose of the Listing Rules.

The Transaction therefore constitutes a related party transaction for Flutter under the Listing Rules and is subject to, and conditional upon, the approval of independent Flutter Shareholders by ordinary resolution. Further, due to its size, the Transaction constitutes a Class 2 Transaction under the Listing Rules.

In addition, Matthew King, a director of FanDuel and therefore a related party of Flutter, holds 1,153 voting units in Fastball. As a member of Fastball, he will benefit from the Transaction and is therefore a related party for the purposes of the Transaction.

Further, Ted Oberwager, a director of FanDuel and therefore a related party of Flutter, holds approximately a 0.08% indirect interest in Fastball. As he owns an indirect interest in Fastball, he will benefit from the Transaction and is therefore a related party for the purposes of the Transaction.

Michael LaSalle, a director of FanDuel and therefore a related party of Flutter, holds approximately a 0.18% indirect interest in Fastball. As he owns an indirect interest in Fastball, he will benefit from the Transaction and is therefore a related party for the purposes of the Transaction.

Matthew King has a beneficial interest in 465 Flutter Shares and has undertaken not to vote on the Resolution. Fastball, Ted Oberwager and Michael LaSalle do not own any Flutter Shares and therefore will not vote on the Resolution. Under the Listing Rules, Matthew King and associates of Fastball and the Other Related Parties, to the extent they own Flutter Shares, are precluded from

voting in relation to the Transaction. Fastball and each of the Other Related Parties have undertaken to take all reasonable steps to ensure that their respective associates will not vote on the Resolution.

7. Listing, dealings and settlement of the Consideration Shares

Pursuant to the terms of the Purchase Agreement, it is proposed that the Consideration Shares will be issued to Fastball as part of the consideration payable for the Fastball Shares. It is expected that following Closing, the Consideration Shares will be listed on the premium listing segment of the Official List of the FCA with a secondary listing on the Official List of Euronext Dublin and admitted to trading on the London Stock Exchange's main market for listed securities and the Euronext Dublin Market.

The Consideration Shares will be issued as fully paid and free and clear of any pre-emptive rights and liens and will rank *pari passu* in all respects with the Ordinary Shares, including in respect of the right to receive and retain in full all dividends and other distributions (if any) announced, declared, made or paid or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, in each case, by reference to a record date falling on or after the Closing Date. The Consideration Shares will be issued in registered form, will trade under the same ISIN number as the existing Ordinary Shares (IE00BWT6H894) and will be capable of being held in uncertificated form.

Applications will be made to the FCA, the London Stock Exchange and Euronext Dublin for the Consideration Shares to be admitted to: (i) listing on the premium listing segment of the Official List of the FCA and to a secondary listing on the Official List of Euronext Dublin, and (ii) trading on the London Stock Exchange's main market for listed securities and the Euronext Dublin Market. It is expected that Admission will become effective and that dealings for normal settlement in Consideration Shares will commence on the London Stock Exchange and Euronext Dublin at 8.00 a.m. (3.00 a.m. Eastern time) on the Closing Date.

8. Flutter Shareholder Voting and EGM

As the Transaction constitutes a related party transaction for Flutter under the Listing Rules, it will require the passing by Flutter Shareholders of the Resolution to be proposed at the EGM.

Set out on page 38 of this Circular is a notice convening the EGM, to be held at 11:00 a.m. on 29 December 2020 at Arthur Cox, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland.

The EGM has been convened to consider, and if thought fit, to approve the Resolution to approve the Transaction.

The full text of the Resolution is set out in Part V (*Notice of Extraordinary General Meeting*) of this Circular. The Resolution proposes that the Transaction, and any ancillary or associated agreements, be approved and the directors of Flutter be authorised to take all steps and enter all agreements and arrangements necessary, desirable or expedient to implement the Transaction.

If passed, the Resolution will authorise the Transaction substantially on the terms and subject to the Conditions summarised in paragraph 4 of this Part I (*Letter from the Chair of Flutter*) of the Circular. The passing of the Resolution requires the support of a simple majority of the votes cast (whether in person or by proxy) at the EGM. The Transaction will not complete unless the Resolution is passed.

If you would like to vote on the Resolution but cannot attend the EGM, you can appoint a proxy to exercise all or any of your rights to attend, vote and speak at the EGM by using one of the methods set out in the notes to the Notice of the EGM.

9. Further information

Your attention is drawn to the further information set out in Parts II (*Summary of Key Terms and Conditions of the Transaction*) to III (*Additional Information*) of this Circular. **Flutter**

Shareholders should read the whole of this Circular and not just rely on the summarised information set out in this letter.

10. Public health guidelines at the EGM

The well-being of Flutter Shareholders, employees and service providers is a primary concern for the directors of the Company. Due to the restrictions on travel and meetings under the regulations and the guidance issued by the Government of Ireland and the Department of Health relating to the ongoing Coronavirus (COVID-19) pandemic, the EGM will proceed under very constrained circumstances. The attention of Flutter Shareholders is drawn to the Important Notice Regarding Coronavirus (COVID-19) on page 6 of this Circular, which sets out the basis on which the EGM will be held.

Flutter Shareholders are requested not to attend the EGM in person and instead to submit a Form of Proxy accompanying the Notice of EGM to ensure they can vote and be represented at the EGM without attending in person.

Flutter Shareholders wishing to listen live to the EGM proceedings may do so by availing of the telephone facility and dialing-in to the numbers specified in the Important Notice Regarding Coronavirus (COVID-19) on page 6 of this Circular at the time of the EGM. Flutter Shareholders wishing to avail of this facility should ensure that they have submitted their Form of Proxy by the relevant deadline in advance of the EGM, as it will not be possible to vote at the EGM using the telephone facility.

The Company continues to monitor the impact of COVID-19 and any relevant updates regarding the EGM, including any changes to the arrangements outlined in this Circular, will be announced via a Regulatory Information Service and will be available on www.flutter.com/investors/2020EGM.

In the event that it is not possible to hold the EGM either in compliance with public health guidelines or applicable law or where it is otherwise considered that proceeding with the EGM as planned poses an unacceptable health and safety risk, the EGM may be adjourned or postponed or relocated to a different time and/or venue, in which case notification of such adjournment or postponement or relocation will be given in accordance with applicable law.

11. EGM and action to be taken

The formal Notice of EGM appears at Part V (*Notice of EGM*) of this Circular, on page 38, and this Circular explains the business to be conducted at the EGM.

You will find enclosed with the Circular a Form of Proxy for use at the EGM. Whether or not you intend to be present at the EGM in person, it is important that you complete the Form of Proxy (in accordance with the instructions printed thereon) and return it to the Company's registrar, Link Registrars Limited, either to P.O. Box 1110, Maynooth, Co. Kildare, Ireland (if delivered by post) or to Link Registrars Limited, Level 2, Block C, Maynooth Business Campus, Maynooth, Co Kildare, W23 F854, Ireland (if delivered by hand), or to the Company at its registered office.

Alternatively, Flutter Shareholders may appoint a proxy electronically, by visiting the website of the Company's registrar at www.fluttershares.com; to do this, Flutter Shareholders will need their investor code (IVC), which can be found on their Form of Proxy.

CREST members may also use the CREST electronic proxy appointment service to appoint a proxy for the EGM.

Further instructions on how to appoint a proxy are set out in the notes to the Notice of EGM and on the Form of Proxy.

All proxy appointments (including an electronic proxy appointment or an appointment via the CREST electronic proxy appointment service) must be received by no later than 11.00 a.m. on 27

(or, in the case of an adjournment, no later than 48 hours before the time fixed for holding the adjourned meeting). The completion and return of a Form of Proxy (including an electronic proxy appointment or an appointment via the CREST electronic proxy appointment service) will not prevent a Shareholder from attending and voting in person at the EGM, or any adjournment thereof, should they wish to do so, subject to compliance with the latest guidance of the Irish Government to minimise any potential risks posed to attendees as a result of the Coronavirus (COVID-19) pandemic.

12. Financial Advice

The Flutter Board has received financial advice from Goldman Sachs and Davy in relation to the proposed Transaction. In providing such financial advice to the Flutter Board, Goldman Sachs and Davy have taken into account the Flutter Board's commercial assessment of the proposed Transaction.

13. Recommendation

The Board, which has been so advised by Goldman Sachs and Davy, acting in their capacity as joint sponsors, considers that the terms of the Transaction are fair and reasonable as far as Flutter Shareholders are concerned. In giving their advice, Goldman Sachs and Davy have taken account of the Board's commercial assessment of the Transaction. The Board considers the Transaction to be in the best interests of Flutter Shareholders as a whole.

Accordingly, the Flutter Board recommends that Flutter Shareholders vote in favour of the Resolution to be proposed at the EGM, as each member of the Flutter Board intends to do, or procure to be done, in respect of their own beneficial holdings of, in aggregate, 105,510 Flutter Shares, representing approximately 0.06463% of the total number of voting rights in the Company as at the Latest Practicable Date.

Matthew King has a beneficial interest in 465 Flutter Shares and has undertaken not to vote on the Resolution. Fastball, Ted Oberwager and Michael LaSalle do not own any Flutter Shares and therefore will not vote on the Resolution. Under the Listing Rules, Matthew King and associates of Fastball and the Other Related Parties, to the extent they own Flutter Shares, are precluded from voting in relation to the Transaction. Fastball and each of the Other Related Parties have undertaken to take all reasonable steps to ensure that their respective associates will not vote on the Resolution.

Yours faithfully

**Gary McGann, Chair
For and on behalf of the Flutter Board**

PART II

SUMMARY OF THE KEY TERMS AND CONDITIONS OF THE TRANSACTION

A summary of the essential terms of the Transaction is set out at paragraph 4 of Part I (*Letter from the Chair of Flutter*) of this Circular. Further details of the key terms of the Transaction are set out below.

1. Overview

On 3 December 2020, Flutter announced that it had entered into a purchase agreement between TSE, Fastball and Flutter. Pursuant to the terms of the Purchase Agreement, Fastball has agreed to sell the Fastball Shares to TSE in exchange for \$4,175,000,000.

The Purchase Agreement is governed by Delaware law and sets out the arrangements for consummation of the Transaction and ancillary matters.

2. Consideration

Flutter anticipates satisfying the \$4,175,000,000 consideration payable by way of \$2,087,500,000 of cash, and the issue of 11,747,205 Consideration Shares directly to Fastball, at a reference price of £133.50 calculated as a VWAP over the period 11 November to 27 November 2020.

3. Conditions to Closing

The consummation of the Transaction is subject to the satisfaction or waiver, as applicable, of the Conditions, which include the following:

Conditions to the obligations of both TSE and Fastball

- the absence of any law, judgment, injunction, order or decree by a governmental entity that remains in effect and makes illegal or prohibits the consummation of the Transaction;
- approval of the Transaction by Flutter Shareholders (by ordinary resolution) as a related party transaction at a general meeting of Flutter; and
- the FCA, the London Stock Exchange and Euronext Dublin agreeing to admit the Consideration Shares to (i) listing on the premium listing segment of the Official List of the FCA and to a secondary listing on the Official List of Euronext Dublin, and (ii) trading on the London Stock Exchange's main market for listed securities and the Euronext Dublin Market (together, the "**Admission Approvals**").

Conditions to the obligations of TSE

- the truth and accuracy in all material respects of the representations and warranties of Fastball in the Purchase Agreement; and
- the performance in all material respects by Fastball of the covenants and other agreements required under the Purchase Agreement to be performed by Fastball prior to the consummation of the Transaction.

Conditions to the obligations of Fastball

- the truth and accuracy in all material respects of the representations and warranties of TSE in the Purchase Agreement; and
- the performance in all material respects by TSE of the covenants and other agreements required under the Purchase Agreement to be performed by TSE prior to the consummation of the Transaction.

Completion of the Transaction is not conditional upon any regulatory approvals having been obtained.

4. Termination Rights

The Purchase Agreement may be terminated by mutual agreement of TSE and Fastball or by either party if (i) the Transaction shall not have been consummated prior to the Long Stop Date (subject to limited exceptions), (ii) the approval of the Transaction by Flutter Shareholders (by ordinary resolution) as a related party transaction at a general meeting of Flutter shall not have been obtained, (iii) any governmental entity shall have issued a final and non-appealable judgment, injunction, order or decree, or enacted a law, that remains in effect and permanently prevents or prohibits the consummation of the Transaction, or (iv) the other party shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in the Purchase Agreement and such breach or failure to perform would give rise to the failure of any of the conditions to the obligations of Fastball or TSE, as applicable, to consummate the Transaction, and such breach or failure to perform is incapable of being cured or has not been cured after thirty (30) days' notice (subject to limited exceptions).

5. Covenants

The parties have agreed to a number of covenants and other agreements in the Purchase Agreement, including the following:

Covenants regarding Flutter Shareholder approval

Flutter has undertaken to publicly recommend the Transaction to Flutter Shareholders and not to withdraw, amend or modify that recommendation in a manner adverse to Fastball unless the Board determines the failure to do so would be reasonably likely to be inconsistent with its fiduciary duties. Fastball has undertaken to take all reasonable steps to ensure that its associates will not vote on the Resolution.

Covenants relating to the distribution and transfer of any Consideration Shares received by Fastball

Subject to limited exceptions, the Purchase Agreement imposes certain “lock-up” restrictions on Fastball’s ability to distribute or transfer any Consideration Shares it may receive in connection with the Transaction. From and after 31 March 2021, Fastball would be permitted to distribute or sell up to 20% of any Consideration Shares it may receive; from or after 1 July 2021, Fastball would be permitted to distribute or sell up to 50% of such Consideration Shares (inclusive of any shares distributed or sold prior to 1 July 2021); and from and after 31 December 2021, Fastball would be permitted to distribute or sell up to 100% of such Consideration Shares.

Flutter has also undertaken to take all necessary steps to obtain the Admission Approvals for the Consideration Shares.

6. Representations and warranties

The Purchase Agreement includes certain representations and warranties by each of TSE and Fastball relating to, among other things, (i) organisation, (ii) authority to enter into the Transaction, (iii) consents and approvals, (iv) absence of conflicts, (v) investment intent, (vi) sophistication, and (vii) brokers’ fees.

7. Costs and expenses

Subject to certain limited exceptions, the Purchase Agreement provides that each of the parties will bear all costs and expenses incurred by it, whether or not the Transaction is consummated.

8. Limitations on Liability; Indemnity

Subject to specified limits in the Purchase Agreement, Fastball has agreed to indemnify TSE, Flutter and certain related parties from any losses incurred, sustained or suffered as a result of or arising out of (i) any breach of or inaccuracy in any representation or warranty of Fastball set forth in the Purchase Agreement, (ii) any failure to perform any covenant or agreement required to be performed by Fastball under the Purchase Agreement, or (iii) certain specified matters.

Subject to specified limits in the Purchase Agreement, Flutter has agreed to indemnify Fastball, its members and certain related parties from any losses incurred, sustained or suffered as a result of or arising out of (i) any breach of or inaccuracy in any representation or warranty of TSE set forth in the Purchase Agreement, (ii) any failure to perform any covenant or agreement required to be performed by TSE or Flutter under the Purchase Agreement, (iii) certain specified matters, or (iv) any misstatements or omissions contained in this Circular (subject to certain exceptions).

9. Taxation

The Purchase Agreement provides that Fastball and TSE will each be responsible for half of any applicable transfer, stamp, or other similar taxes imposed on the sale or transfer of the Fastball Shares, provided that Fastball's responsibility for any such transfer taxes shall not exceed \$10,000,000.

10. Term Sheets

On 2 October 2019, in connection with and conditional upon completion of the Combination, Flutter entered into the Term Sheets with Fastball, amongst others. Under the Fastball Term Sheet, Fastball has the right to payment from the Flutter Group of the FOX Bet Value Payment.

Pursuant to the terms of the Purchase Agreement, Fastball has agreed to terminate all of its rights in connection with the Fastball Term Sheet, including the FOX Bet Value Payment.

11. Other terms

The Purchase Agreement also includes customary releases and provides that Fastball will waive all of its rights and be released of all of its obligations pursuant to the limited liability company agreement relating to FanDuel dated 10 July 2019 (as amended) (the "**LLC Agreement**"), the investment members agreement relating to FanDuel dated 10 July 2019 (the "**IMA**"), and the contribution agreement relating to FanDuel dated 10 July 2019 (the "**Contribution Agreement**").

PART III
ADDITIONAL INFORMATION

1. Flutter Entertainment Plc

- 1.1 Flutter was incorporated and registered in Ireland as a private limited company on 8 April 1958 with registered number 16956 under the name Corcoran's Management Limited. Flutter (then named Paddy Power) was formed in 1988 through the merger of three independent bookmakers.
- 1.2 It re-registered as a public limited company on 15 November 2000 and in December 2000, Paddy Power listed on the Irish and London Stock Exchanges and launched its website. The Ordinary Shares have been admitted to listing on the Official Lists and to trading on the main markets for listed securities of Euronext Dublin (formerly the Irish Stock Exchange) and the London Stock Exchange since 7 December 2000. The Company changed its name to Flutter Entertainment public limited company on 27 May 2019.
- 1.3 The registered office of Flutter is Belfield Office Park, Beech Hill Road, Clonskeagh, Dublin 4, D04 V972. Flutter's main telephone number is + 353 1 800 238 888.
- 1.4 The principal legislation under which Flutter operates is the Companies Act 2014 of Ireland and the regulations made thereunder.

2. Resolution

- 2.1 As described in paragraph 8 of Part I (*Letter From the Chairman of Flutter*), and as further described in Part V (*Notice of General Meeting*) of this document, the Resolution will be proposed at the EGM. The Resolution proposes that the Transaction, and any ancillary or associated agreements, be approved and the directors of Flutter be authorised to take all steps and enter all agreements and arrangements necessary, desirable or expedient to implement the Transaction.
- 2.2 The Resolution will be proposed as an ordinary resolution, meaning it must be approved by Flutter Shareholders who together represent a simple majority of the Ordinary Shares being voted (whether in person or by proxy) at the EGM. The Transaction will not proceed unless the Resolution is passed.

3. Major shareholders

As at the Latest Practicable Date, the Company had been notified of the interests in Flutter Shares as set out in columns A and B below, in each case amounting to more than 3% of its issued share capital. Certain indicative interests of these shareholders in Flutter Shares as at Closing are set out in columns C and D below.

Name	A	B	C	D
	Number of Flutter Shares at date of Notification	Reported Holding as a percentage of current issued share capital	Number of Flutter Shares at Closing ^{(2) (3)(4)}	Reported Holding as a percentage of issued share capital at Closing ^{(2) (3)(4)}
The Capital Group of Companies Inc. ⁽¹⁾	29,848,948	19.24 %	29,848,948	16.87%
Caledonia Private Investments Pty Limited.....	18,412,180	11.92 %	18,412,180	10.4%
BlackRock, Inc.	10,004,428	6.45%	10,004,428	5.65%
Massachusetts Financial Services Company	5,611,128	3.89 %	5,611,128	3.19%

Notes:

- (1) As notified by The Capital Group Companies, Inc, EuroPacific Growth Fund (“EUPAC”) and The Growth Fund of America are mutual funds registered in the United States that are interested in 7.70% and 4.31% respectively of Flutter’s Shares. Their voting rights have been delegated to Capital Research and Management Company (“CRMC”). CRMC’s holdings under management are reported in aggregate by The Capital Group Companies, Inc. Accordingly, EUPAC’s and The Growth Fund of America’s interests are included in the 19.24% interest of The Capital Group Companies, Inc.
- (2) Figures are based on the fully diluted ordinary share capital of Flutter, excluding any out of the money options. Figures assume that the number of Flutter Shares held by the relevant Flutter Shareholder will not change between the date of such shareholder’s disclosure and Closing.
- (3) Figures are indicative only and such shareholders’ interests in Flutter Shares as at Closing are likely to differ from the interests set out in this table.
- (4) If the Transaction becomes effective, it is expected that 11,747,205 Consideration Shares will be issued to Fastball. Columns C and D above also show the Flutter Shareholders who, based on the interests disclosed as at the Latest Practicable Date, would be interested in 3% or more of Flutter’s enlarged issued ordinary share capital at Closing taking into account the newly issued Consideration Shares.

Save as set out above, the Company is not aware of any person other than a Director who is directly or indirectly interested in 3% or more of the issued ordinary share capital of the Company.

4. Other Related Parties’ shareholdings, share options and service contracts

As at the Latest Practicable Date, Matthew King has a beneficial interest in 465 Flutter Shares.

As at the Latest Practicable Date, Ted Oberwager does not own any Flutter Shares.

As at the Latest Practicable Date, Michael LaSalle does not own any Flutter Shares.

As at the Latest Practicable Date, Matthew King owns the following share options under Flutter Share Plans: (i) 99 options under Sharesave 2019 (USA), (ii) 637 restricted stock units under the Deferred Share Incentive Plan 2019 (USA), (iii) 1,774 restricted stock units under the Deferred Share Incentive Plan 2020 (USA), and (iv) 57 options under Sharesave 2020 (USA).

As at the Latest Practicable Date, Ted Oberwager does not have any options over Flutter Shares.

As at the Latest Practicable Date, Michael LaSalle does not have any options over Flutter Shares.

Matthew King became Chief Executive Officer of FanDuel in November 2017. His current service contract commenced on 28 June 2018 and is terminable at will by FanDuel. He is not entitled to any contractual termination payment on termination of employment.

Ted Oberwager was appointed as a director of FanDuel by a members resolution dated 10 July 2019. He does not have a service contract with FanDuel and is not entitled to any benefit, payment or compensation of any kind on termination of his appointment as a director of FanDuel.

Michael LaSalle was appointed as a director of FanDuel by a members resolution dated 10 July 2019. He does not have a service contract with FanDuel and is not entitled to any benefit, payment or compensation of any kind on termination of his appointment as a director of FanDuel.

5. Material contracts

Material contracts to which a member of the Flutter Group is a party

Set out below is a summary of each material contract, other than contracts entered into in the ordinary course of business, to which Flutter or any member of the Flutter Group is a party, for the two years immediately preceding the date of this Circular as well as a summary of any other contract (not being a contract entered into in the ordinary course of business) entered into by any member of the Flutter Group which contains any provision under which any member of the Flutter Group has any obligation or entitlement which is material to the group as at the date of this Circular (to the extent such contracts are information which shareholders would reasonably require to make a properly informed decision on how to vote on the Resolution):

- (a) the Purchase Agreement, the terms of which are summarised in Part II (*Summary of the Key Terms and Conditions of the Transaction*) of this Circular;
- (b) the Placing Agreement, the key terms of which are as follows:

In connection with the Placing, Flutter entered into a placing agreement dated 3 December 2020 with Davy and Goldman Sachs (the “**Bookrunners**”) pursuant to which each of the Bookrunners, as agents for and on behalf of Flutter, severally agreed to use its reasonable endeavours to procure placees for the Placing Shares at a price to be determined following an accelerated bookbuilding process (the “**Bookbuild**”). The Bookrunners accepted such appointment in reliance on the representations and warranties and subject to the terms and conditions set out in the Placing Agreement.

On 4 December 2020, following the conclusion of the Bookbuild, Flutter announced the allotment and issue of 8,004,503 Placing Shares pursuant to the Placing at a price of £140.00 (€155.44) per Placing Share to placees, raising gross proceeds of approximately £1.1bn. Closing of the Placing and admission of the Placing Shares to (i) listing on the premium listing segment of the Official List of the FCA and to a secondary listing on the Official List of Euronext Dublin, and (ii) to trading on the London Stock Exchange's main market for listed securities and the Euronext Dublin Market, took place on 8 December 2020 (the “**Placing Admission Date**”).

Under the Placing Agreement, Flutter agreed with the Bookrunners that Flutter would not directly or indirectly issue, offer, lend, mortgage, assign, charge, pledge, sell, contract to sell or issue, sell any option or contract to purchase, purchase any option or contract to sell or issue, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, any Ordinary Shares or any interest in Ordinary Shares or any securities convertible into or exercisable or exchangeable for, or substantially similar to, Ordinary Shares or enter into any swap or other agreement or transaction that transfers, in whole or in part, any of the economic consequences of ownership of any Ordinary Shares, without the prior written consent of the Bookrunners for a period ending 180 calendar days after the Placing Admission Date. This restriction is subject to customary exceptions and waivers and does not prevent Flutter from issuing the Consideration Shares or any Ordinary Shares under any employees’ share scheme, share option or share incentive plan or to be issued in connection with deferred share arrangements under the Company’s annual bonus plan.

Under the terms of the Placing Agreement, Flutter agreed to certain customary indemnification arrangements in favour of the Bookrunners in respect of losses incurred by them in connection with the Placing, the Placing Agreement or any other agreement or arrangements relating to the Placing;

- (c) the binding term sheet between Flutter, FSG Services LLC, a wholly-owned subsidiary of FOX Sports, and TSG Interactive (the “**FOX Term Sheet**”), pursuant to which Flutter has granted FSG Services LLC an option (the “**FDG Option**”) (i) to acquire from the Flutter Group Fastball’s units that are the subject of the July 2021 Put/Call for the same price payable to Fastball pursuant to the IMA (the “**Exercise Price**”) or (ii) to pay the Flutter Group the Exercise Price in exchange for a subsequent call option, which would give FSG Services LLC the right to acquire from the Flutter Group the units at any time in the future for no additional consideration. In addition, under certain circumstances the FDG Option would remain exercisable for 10 years after the closing of the July 2021 Put/Call, subject to a carrying value adjustment;
- (d) the binding term sheet between Flutter and Fastball (the “**Fastball Term Sheet**”), the terms of which are summarised in Part II (*Summary of the Key Terms and Conditions of the Transaction*) of this Circular. Pursuant to the terms of the Purchase Agreement, Fastball has agreed to terminate all of its rights in connection with the Fastball Term Sheet;
- (e) the binding term sheet between Flutter and Boyd (the “**Boyd Term Sheet**”, together with the FOX Term Sheet and the Fastball Term Sheet, the “**Term Sheets**”), pursuant to which Boyd has the right to a total payment from the Flutter Group of 1.5% of the increase in the market value of the FOX Bet business between completion of the Combination between Flutter and TSG on 5 May 2020 and the exercise of Flutter’s option to acquire Fastball remaining equity interest in FanDuel in July 2023 (subject to a carrying value adjustment). Boyd will continue to hold a 5% stake in FanDuel following completion of the Transaction;
- (f) the agreements dated 23 May 2018, 10 July 2018 and 17 October 2018 entered into by TSE, including a stockholder agreement, the LLC Agreement and the IMA (including amendments to certain of such agreements) with, amongst others, Fastball, Boyd and FanDuel, pursuant to which the Flutter Group’s US business was merged with the FanDuel business. The Flutter Group also agreed to make a cash contribution to the FanDuel Group of US\$158 million for the purposes of paying down debt and providing working capital. The merger was conditional on certain regulatory approvals and was completed on 10 July 2018. Following certain amendments to these agreements, the proportions of equity ownership of FanDuel as between TSE, Fastball and Boyd was approximately 57.8%, 37.2% and 5% respectively. These agreements (as amended) contain arrangements for the on-going governance of the FanDuel business, including certain minority protections for Fastball and Boyd as well as certain obligations and restrictions on the parties in respect of their holdings in FanDuel. The agreements also contain mechanisms, consisting of put and call options, which enable the Flutter Group (via TSE) to acquire the remaining approximately 42% of FanDuel. In the case of the 37.2% owned by Fastball, the put and call options expire in July 2021 (as to 18.5%) and July 2023 (as to the remaining 18.5%); in the case of the 5% owned by Boyd, the put and call options expire in August 2028. The consideration payable by TSE will be calculated by reference to the prevailing market value of the FanDuel business at the relevant times and can be settled, at the Flutter Group’s election, either in cash or Flutter Shares (at the prevailing mid-market price); and
- (g) the agreements relating to FOX Bet, the terms of which are summarised below.

Agreements relating to FOX Bet

TSG is party to a commercial agreement (the “**FOX Bet Commercial Agreement**”) and a trademark and brand licence agreement (the “**FOX Bet Trademark Agreement**”), each dated 8 May 2019, with FSG Services LLC, FOX Sports 1 LLC and TSG Interactive, and TSG Interactive is party to a forward subscription and contribution agreement dated 8 May 2019 (the “**FOX Bet Subscription Agreement**”) with FSG Services LLC. The FOX Bet Commercial Agreement, FOX Bet Trademark Agreement and the FOX Bet Subscription Agreement (collectively, the “**FOX Bet**

Agreements”) govern the ownership and operation of FOX Bet, TSG’s national media and sports wagering partnership in the U.S.

The FOX Bet Commercial Agreement and FOX Bet Trademark Agreement each have a term of up to 25 years, under which FOX Sports has granted to TSG Interactive an exclusive license for the use of certain FOX Sports trademarks for a range of immersive games and online sports wagering, and certain exclusive advertising and editorial integration rights on certain FOX Sports broadcast media and digital assets. The FOX Bet Trademark Agreement also governs TSG Interactive’s key rights with respect to the current and potential future uses of the FOX trademarks and certain restrictions on FOX’s activities relating to any competitors of the FOX Bet brand. Under the FOX Bet Agreements, FOX Sports is entitled to receive certain brand license, integration and affiliate fees.

In addition, during the term of the FOX Bet Commercial Agreement, TSG has agreed to a minimum annual advertising commitment on certain FOX media assets. Prior to the tenth anniversary of the FOX Bet Commercial Agreement, and subject to certain conditions and applicable gaming regulatory approvals, FOX Sports has the right acquire up to a 50% equity stake in TSG’s U.S. business.

Under the terms of the FOX Bet Subscription Agreement, TSG Interactive agreed to exclusivity provisions restricting its involvement with any businesses competing with FOX Bet anywhere in the U.S. Under the Term Sheet entered into with FOX, the exclusivity restrictions referenced above will not apply to FanDuel provided that FanDuel does not, without FOX’s prior consent, undertake any material M&A or fundamental business change. This would restrict FanDuel from, amongst other things, (i) making minority investments of more than \$50 million in any third party, (ii) acquiring any business or assets worth more than \$75 million, or (iii) investing in any digital sports betting business that does not use the FanDuel brand (subject to certain exceptions), without the consent of FOX.

Concurrent with the entering into of the FOX Bet Agreements, Fox Corporation acquired 14,352,331 newly issued common shares in TSG, representing 4.99% of TSG’s then issued and outstanding common shares, at a price of \$16.4408 per share, the prevailing market price leading up to the commencement of exclusive negotiations.

6. No significant change in respect of the Flutter Group

Save as set out in Flutter’s Q3 Trading Statement dated 11 November 2020 (which is incorporated herein by reference), there has been no significant change in the financial position or financial performance of the Flutter Group since 30 June 2020 (being the date to which Flutter’s last interim accounts were prepared).

7. Related party transactions

There have been no related party transactions that Flutter has entered into with the Other Related Parties during the period between 10 July 2018, being the date the Flutter Group’s US business was merged with the FanDuel business, and the date of this Circular, other than the Transaction.

8. Consents

Goldman Sachs has given and has not withdrawn its written consent to the inclusion in this Circular of its name and references thereto in the form and context in which it appears.

Davy has given and has not withdrawn its written consent to the inclusion in this Circular of its name and references thereto in the form and context in which it appears.

9. Incorporation by reference

Your attention is drawn to the documents on page 30 which are incorporated by reference into this Circular.

10. Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on weekdays (Saturdays, Sundays and public holidays excepted) at the registered office of the Company, at the offices of Arthur Cox, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland and on Flutter's website (www.flutter.com) from the date of this Circular up to and including the date of the EGM:

- (a) the constitution of the Company (which comprises the memorandum of association of the Company and the Articles);
- (b) the documents which are incorporated by reference in this Circular as set forth on page 30 (*Documents Incorporated by Reference*);
- (c) this Circular;
- (d) the Purchase Agreement;
- (e) the Form of Proxy; and
- (f) the written consents referred to in paragraph 8 of this Part III.

In accordance with applicable regulations and public health guidelines in force in Ireland and the UK in connection with Coronavirus (COVID-19), we request Flutter Shareholders not to attend at the Company's offices or Arthur Cox's offices but instead to inspect the relevant documents on the Company's website.

DOCUMENTS INCORPORATED BY REFERENCE

Parts of the following documents are incorporated in, and taken to form part of, this Circular, as described in the table below:

- Flutter Q3 Trading Statement dated 11 November 2020, accessible at <https://www.flutter.com/sites/paddy-power-betfair/files/result-center/2020/2020-q3-trading-update.pdf>;
- Flutter Interim Results for the six months ended 30 June 2020, dated 27 August 2020, accessible at <https://www.flutter.com/sites/paddy-power-betfair/files/result-center/2020/flutter-2020-interim-statement.pdf>; and
- Flutter 2019 Annual Report and Accounts, accessible at <https://www.flutter.com/investor-relations/annual-reports>.

The following table indicates where information required pursuant to the Listing Rules to be disclosed in this Circular can be found in the documents incorporated by reference referred to above.

Reference document(s)	Information incorporated by reference into this Circular	Page numbers in reference document
Flutter 2019 Annual Report and Accounts	Consolidated Income Statement for year ended 31 December 2019	103
Flutter 2019 Annual Report and Accounts	Note 4 to the Consolidated Financial Statements for year ended 31 December 2019	123
Flutter Q3 Trading Statement dated 11 November 2020	Entirety of reference document	All
Flutter Interim Results for the six months ended 30 June 2020, dated 27 August 2020	Entirety of reference document	All

Any statement contained in this Circular or in a document incorporated by reference into this Circular will be deemed to be modified or superseded for the purposes of this Circular to the extent that a statement contained in any subsequent document modifies or supersedes that statement. Any statement that is modified or superseded in this manner will no longer be a part of this Circular, except as modified or superseded.

Information contained on the Company's website <http://www.flutter.com> shall not form part of this Circular unless specifically incorporated by reference.

PART IV DEFINITIONS

The following definitions apply throughout this Circular and accompanying Form of Proxy, unless the context otherwise requires:

“£, GBP, Pound Sterling, pence or p”	the lawful currency of the UK
“\$, USD, US\$ or US dollar”	The lawful currency of the United States
“Adjusted EBITDA”	Flutter defines as EBITDA, adjusted to exclude separately disclosed items that are not part of the usual business activity of the Flutter Group and that are also excluded when internally evaluating performance. Separately disclosed items in respect of the years ended 31 December 2019 and 31 December 2018 are described in more detail in Note 4 to the Flutter 2019 Financial Statements and Note 4 to the Flutter 2018 Financial Statements, each of which are available at https://www.flutter.com/investor-relations/annual-reports . The basis of calculation of Adjusted EBITDA (including a reconciliation to IFRS-compliant measures) is contained in Flutter’s consolidated income statement in the Flutter 2019 Financial Statements (where it is referred to as EBITDA before separately disclosed items) which are incorporated herein by reference (shareholders are directed to page 103 of the Flutter Annual Report 2019 which is available at https://www.flutter.com/investor-relations/annual-reports)
“Admission”	the Consideration Shares being admitted to: (i) listing on the premium listing segment of the Official List of the FCA and to the secondary listing segment on the Official List of Euronext Dublin; and (ii) trading on the London Stock Exchange’s main securities market for listed securities and on the Euronext Dublin Market operated by Euronext Dublin
“Admission Approvals”	has the meaning given to it in paragraph 3 of Part II (<i>Summary of the Key Terms and Conditions of the Transaction</i>) of this Circular
“Articles”	the articles of association of the Company from time to time
“associates”	has the meaning given to such term in the Listing Rules
“Betfair”	the online gambling company incorporated in the UK, wholly-owned by Flutter
“Bookbuild”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“Bookrunners”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular

“ Boyd Term Sheet ”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“ Central Bank ”	the Central Bank of Ireland
“ Circular ”	this document, including the Notice of EGM
“ Class 2 Transaction ”	has the meaning given to it in the Listing Rules
“ Closing ”	the Transaction having become Effective
“ Closing Date ”	the date of Closing
“ Combination ”	the recommended all-share combination of Flutter and TSG implemented through an acquisition of the entire issued and to be issued share capital of TSG by Flutter
“ Companies Act 2014 ”	the Companies Act 2014 of Ireland, and every statutory modification and re-enactment of such legislation for the time being in force
“ Company ” or “ Flutter ”	Flutter Entertainment plc, incorporated in Ireland with registered number 16956
“ Conditions ”	the conditions of the Transaction as set out in Article VI of the Purchase Agreement
“ Consideration Shares ”	the 11,747,205 new Ordinary Shares to be issued to Fastball credited as fully paid pursuant to the Transaction
“ Contribution Agreement ”	has the meaning given in to it paragraph 11 of Part II (<i>Summary of the Key Terms and Conditions of the Transaction</i>) of this Circular
“ COVID-19 ”	the recent outbreak of a novel coronavirus (SARS-CoV-2) and related respiratory disease (coronavirus disease (COVID-19))
“ CREST ”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear UK & Ireland Limited is the operator (as defined in the CREST Regulations) in accordance with which securities may be held and transferred in uncertificated form
“ CREST Proxy Instruction ”	the instruction whereby CREST members can send a CREST message appointing a proxy for the meeting and instructing the proxy on how to vote
“ CREST Regulations ”	the Companies Act 1990 (Uncertificated Securities) Regulations 1996 (SI 68/1996) of Ireland (as amended)
“ CRMC ”	Capital Research and Management Company
“ Davy ”	J&E Davy

“DFS”	has the meaning given to it in the sub-paragraph entitled “ <i>Strategic rationale for Transaction</i> ” in paragraph 2 of Part I (<i>Letter from the Chair of Flutter</i>) of this Circular
“EBITDA”	Flutter defines EBITDA as profit for the year before depreciation, amortisation and impairment, financial income, financial expense and tax expense/credit. The basis of calculation of EBITDA (including a reconciliation to IFRS-compliant measures) is contained in Flutter’s consolidated income statement in the Flutter 2019 Financial Statements which are incorporated herein by reference (shareholders are directed to page 103 of the Flutter Annual Report 2019 which is available at https://www.flutter.com/investor-relations/annual-reports)
“Effective”	the Transaction having become effective pursuant to the terms of the Purchase Agreement
“Effective Time”	03:00 a.m. (Eastern time) / 08:00 a.m. (Irish time) on the Closing Date, or such other time as the parties agree to in writing before the Closing Date in accordance with the terms of the Purchase Agreement
“Entercom”	Entercom Communications Corporation
“EU”	the European Union
“EUPAC”	the EuroPacific Growth Fund
“Euro” or “€”	to the lawful currency of participating member states of the European Union
“Euronext Dublin”	The Irish Stock Exchange plc, trading as Euronext Dublin
“Euronext Dublin Market”	the Euronext Dublin Market, operated by Euronext Dublin
“Exercise Price”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“Extraordinary General Meeting” or “EGM”	the extraordinary general meeting of the Company convened for 11:00 a.m. on 29 December 2020, or any adjournment thereof, as set out in the Notice of EGM
“FanDuel”	FanDuel Group Parent LLC, the US-based bookmaker and daily fantasy sports provider, majority owned by Flutter
“FanDuel Group”	Flutter’s US division, following the acquisition of FanDuel
“Fastball”	Fastball Holdings LLC
“Fastball Term Sheet”	has the meaning given to it in paragraph 5 of Part III

(Additional Information) of this Circular

"Fastball Shares"	means all of the units held by Fastball in FanDuel, representing approximately 37.2% of the issued and outstanding units of FanDuel
"FCA"	the Financial Conduct Authority or its successor from time to time
"FDG Option"	has the meaning given to it in paragraph 5 of Part III (Additional Information) of this Circular
"Flutter 2019 Annual Report and Accounts"	the Flutter annual report and accounts for the financial year ended 31 December 2019
"Flutter 2019 Financial Statements"	the audited consolidated financial statements of Flutter for the financial year ended 31 December 2019 as set out on pages 97 - 166 of the Flutter 2019 Annual Report and Accounts, certain pages of which are incorporated by reference into this Circular as described in Part III (Additional Information)
"Flutter Board" or "Directors" or "Board"	the directors of the Company as at the date of this Circular, whose names are set out on page 9
"Flutter Group" or "Group"	Flutter and its subsidiary undertakings and associated undertakings
"Flutter Share Plans"	the Betfair Group plc 2009 Long Term Incentive Plan, the Betfair Group plc Deferred Share Incentive Plan, the Flutter Entertainment plc Sharesave Scheme (together with the Australia, Bulgaria, Gibraltar, Italy, Malta, Portugal, Romania, UK and US Schedules), the Flutter Entertainment plc 2015 Long Term Incentive Plan (together with the Australian and US Appendices and the Clawback Appendix); the Flutter Entertainment plc 2015 Medium Term Incentive Plan (together with the Australian and US Appendices and the Clawback Appendix); the Flutter Entertainment plc 2015 Deferred Share Incentive Plan (together with the Australian and US Appendices and the Clawback Appendix), the Flutter Entertainment plc 2015 Restricted Share Plan (together with the Australian and US Appendices and the Clawback Appendix), the TSE Holdings Ltd FanDuel Group Parent LLC Non-Resident Employee Share Award Agreements, the Amaya Gaming Group Inc. Stock Option Plan, and TSG Incentive Plan, each as amended, operated by the Flutter Group
"Flutter Shareholder(s)"	holder(s) of Flutter Shares from time to time
"Flutter Shares" or "Ordinary Shares"	ordinary shares of €0.09 each in the capital of Flutter which, following Admission, will include the Consideration Shares
"Form(s) of Proxy"	the form(s) of proxy accompanying this Circular for

use by Flutter Shareholders at the EGM

“FOX”	FOX Corporation
“FOX Bet”	an online and mobile sports betting product developed between TSG and FOX Sports
“FOX Bet Agreements”	has the meaning given to it in the sub-paragraph entitled “ <i>Agreements relating to FOX Bet</i> ” in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“FOX Bet Commercial Agreement”	has the meaning given to it in the sub-paragraph entitled “ <i>Agreements relating to FOX Bet</i> ” in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“FOX Bet Subscription Agreement”	has the meaning given to it in the sub-paragraph entitled “ <i>Agreements relating to FOX Bet</i> ” in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“FOX Bet Trademark Agreement”	has the meaning given to it in the sub-paragraph entitled “ <i>Agreements relating to FOX Bet</i> ” in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“FOX Bet Value Payment”	has the meaning given to it in the sub-paragraph entitled “ <i>Strategic rationale for Transaction</i> ” in paragraph 2 of Part I (<i>Letter from the Chair of Flutter</i>) of this Circular
“FOX Sports”	the sports programming division of FOX;
“FOX Term Sheet”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“FSMA”	the Financial Services and Markets Act 2000, as amended
“Goldman Sachs”	Goldman Sachs International
“Group”	Flutter and its subsidiaries
“IFRS”	International Financial Reporting Standards
“IMA”	has the meaning given to it in paragraph 11 of Part II (<i>Summary of Key Terms and Conditions of the Transaction</i>) of this Circular
“Ireland”	Ireland excluding Northern Ireland and the word “ Irish ” shall be construed accordingly
“Latest Practicable Date”	close of business on 8 December 2020, being the latest practicable date prior to the publication of this Circular
“Listing Rules”	the rules and regulations made by the FCA under Part VI of the FSMA and contained in the FCA’s

	publication of the same name
“ LLC Agreement ”	has the meaning given to it in paragraph 11 of Part II (<i>Summary of Key Terms and Conditions of the Transaction</i>) of this Circular
“ London Stock Exchange ”	the London Stock Exchange plc
“ Long Stop Date ”	11:59 p.m. (Eastern time) on 3 March 2021
“ Notice of EGM ”	the notice of the EGM set out in Part V (<i>Notice of Extraordinary General Meeting</i>) of this Circular
“ Official List ”	the Official List of the FCA or the Official List of Euronext Dublin (as applicable)
“ Other Related Parties ”	Matthew King, Ted Oberwager and Michael LaSalle, each a director of FanDuel and related parties for the purpose of the Transaction
“ PASPA ”	has the meaning given to it in the sub-paragraph entitled “ <i>Strategic rationale for Transaction</i> ” in paragraph 2 of Part I (<i>Letter from the Chair of Flutter</i>) of this Circular
“ Placing ”	the placing on 4 December 2020, pursuant to the Placing Agreement, of 8,004,503 new Ordinary Shares
“ Placing Admission Date ”	means 8 December 2020
“ Placing Agreement ”	the placing agreement dated between Flutter and the Bookrunners
“ Placing Shares ”	the 8,004,503 Ordinary Shares to be issued pursuant to the Placing
“ PRA ”	Prudential Regulation Authority
“ Purchase Agreement ”	the Purchase Agreement dated 3 December 2020 entered into by TSE, Fastball and (for certain limited purposes therein) Flutter, pursuant to which TSE will acquire the Fastball Shares from Fastball
“ Regulatory Information Service ”	a regulatory information services authorised by the FCA to receive, process and disseminate regulatory information in respect of listed companies, as defined in the UK Listing Rules
“ Resolution ”	the resolution to be proposed at the EGM, the text of which is set out in the notice convening the EGM at page 38 of this Circular
“ Securities Act ”	the US Securities Act of 1933, as amended, and the rules and regulations made thereunder
“ TAM ”	has the meaning given to it in the sub-paragraph entitled “ <i>Strategic rationale for Transaction</i> ” in paragraph 2 of Part I (<i>Letter from the Chair of Flutter</i>)

of this Circular

“ Term Sheets ”	has the meaning given to it in paragraph 5 of Part III (<i>Additional Information</i>) of this Circular
“ Transaction ”	the acquisition by Flutter, through TSE, of Fastball’s entire stake in FanDuel, representing approximately 37.2% of the issued and outstanding units of FanDuel pursuant to the terms of the Purchase Agreement
“ TSE ”	means TSE Holdings Limited
“ TSG ”	TSG Inc., a corporation existing under the laws of the Province of Ontario
“ TSG Interactive ”	TSG Interactive US Services Ltd
“ TVG ”	Flutter’s US online horseracing advanced deposit wagering business
“ United Kingdom ” or “ UK ”	the United Kingdom of Great Britain and Northern Ireland
“ VWAP ”	volume weighted average price

PART V
FLUTTER ENTERTAINMENT PLC
NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an Extraordinary General Meeting (“EGM”) of Flutter Entertainment plc (the “Company”) will be held at 11:00 a.m. on 29 December 2020 at Arthur Cox, Ten Earlsfort Terrace, Dublin 2, D02 T380, Ireland for the purpose of considering and, if thought fit, passing the following resolution as an ordinary resolution.

Capitalised terms used in this Notice of EGM (the “Notice”) and Resolution which are not defined herein shall have the meanings given to them in the circular of the Company to its shareholders dated 10 December 2020 of which this Notice forms part.

ORDINARY RESOLUTION

“**That** the proposed acquisition by TSE, a wholly-owned subsidiary of Flutter, of the Fastball Shares from Fastball, on the terms, and subject to the conditions of, the Purchase Agreement, including any ancillary or associated agreements contemplated by the Purchase Agreement and/or described in the Circular, be and are hereby approved and the board of directors of the Company (or any duly authorised committee thereof) be and is hereby authorised:

- (a) to do or procure to be done all such acts and things on behalf of the Company and any of its subsidiaries as the directors (or any duly authorised committee thereof) consider necessary, desirable or expedient to implement, or otherwise in connection with, the Transaction; and
- (b) to agree such modifications, variations, revisions, waivers, extensions, additions or amendments to any of the terms and conditions of the Transaction and/or to any documents relating to it, as the directors (or any duly authorised committee thereof) may in their absolute discretion think fit, provided such modifications, variations, revisions, waivers, extensions, additions or amendments are not of a material nature”.

By order of the board of the Company

Edward Traynor Registered Office:

Company Secretary
Belfield Office Park
Beech Hill Road
Clonskeagh
Dublin 4
DO4 V972
Ireland

Date: 10 December 2020

Notes

- (1) Any member entitled to attend, speak and vote at the EGM is entitled to appoint a proxy (who need not be a member of the Company) to attend, speak and vote in his/her place. Completion of a Form of Proxy will not affect the right of a member to attend, speak and vote at the EGM in person, subject to compliance with applicable public health guidelines relating to the ongoing Coronavirus (COVID-19) pandemic. A shareholder may appoint more than one proxy to attend and vote at the EGM provided each proxy is appointed to exercise rights attached to different shares held by that shareholder. Should you wish to appoint more than one proxy, please read carefully the explanatory notes accompanying the Form of Proxy. A member may appoint a proxy or proxies electronically by logging on to the website of the Company's registrar, Link Registrars Limited: www.fluttershares.com. Flutter Shareholders will be asked to enter the Investor Code (IVC) as printed on their Form of Proxy and agree to certain conditions.
- (2) Holders of ordinary shares are entitled to attend and vote at general meetings of the Company (including this EGM). In accordance with the Articles of the Company, notice is hereby given that all resolutions at the EGM are to be decided by way of poll. On a poll vote, every member present in person or by proxy has one vote for every ordinary share of which he/she is the holder. Pursuant to section 190(b) of the Companies Act 2014, where a poll is taken at the EGM, a shareholder, present in person or by proxy, holding more than one share need not cast all of his/her votes in the same way.
- (3) As a shareholder, you have several ways to exercise your right to vote:
 - (a) by attending the EGM in person (subject to compliance with applicable public health guidelines relating to the ongoing Coronavirus (COVID-19) pandemic); or
 - (b) by appointing (either electronically or by returning a completed Form of Proxy) the Chair of the board of directors of the Company (the "**Board**") or any other person appointed by the Board or another person as a proxy (who need not be a member of the Company) to vote on your behalf; or
 - (c) by appointing a proxy via the CREST system if you hold your shares in CREST.
- (4) If you wish to appoint a proxy other than the Chair of the Board or any other person appointed by the Board, please insert his/her name in the space provided on your Form of Proxy and delete "the Chair of the board of directors of the Company (the "Board") or any other person appointed by the Board" on your Form of Proxy and initial the changes to your Form of Proxy. Please indicate how you wish your proxy to vote by placing an "X" in the relevant boxes on the Form of Proxy. If no specific instructions are given, the proxy will vote or withhold your vote at his/her discretion. The Vote Withheld option is provided to enable you to abstain on any particular resolution. It should be noted, however, that it is not a vote in law and will not be counted in the calculation of the proportion of votes for and against the resolution. Unless otherwise directed and in respect of any other resolutions moved during the EGM, the proxy will vote as he/she thinks fit or abstain from voting.
- (5) In the case of joint holders, the vote of the senior holder who tenders a vote, whether in person or by proxy, will be accepted to the exclusion of the votes of the other registered holder(s) and, for this purpose, seniority will be determined by the order in which the names stand in the register of members in respect of the joint holding.

- (6) To be valid, Forms of Proxy, completed in accordance with the instructions printed thereon, must be lodged with the Company's registrar, Link Registrars Limited, either to P.O. Box 1110, Maynooth, Co. Kildare, Ireland (if delivered by post) or to Link Registrars Limited, Level 2, Block C, Maynooth Business Campus, Maynooth, Co Kildare, W23 F854, Ireland (if delivered by hand or received by the Company at its registered office), by no later than 11:00 a.m. on 27 December 2020 (or, in the case of an adjournment, no later than 48 hours before the time fixed for holding the adjourned meeting).
- (7) CREST members who wish to appoint a proxy or proxies through the CREST electronic proxy appointment service may do so for the meeting and any adjournment(s) thereof by using the procedures described in the CREST manual. CREST personal members or other CREST sponsored members, and those CREST members who have appointed a voting service provider(s), should refer to their CREST sponsor or voting service provider(s), who will be able to take the appropriate action on their behalf. In order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST Proxy Instruction must be properly authenticated in accordance with Euroclear UK and Ireland Limited's specifications and must contain the information required for such instructions, as described in the CREST manual. The message, regardless of whether it constitutes the appointment of a proxy or an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by Link Registrars Limited (CREST Participant ID 8RA56) by 11:00 a.m. on 27 December 2020 (or, in the case of an adjournment, no later than 48 hours before the time fixed for holding the adjourned meeting). For this purpose, the time of receipt will be taken to be the time (as determined by the timestamp applied to the message by the CREST Applications Host) from which Link Registrars Limited is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means. CREST members and, where applicable, their CREST sponsors or voting service providers should note that Euroclear UK and Ireland Limited does not make available special procedures in CREST for any particular messages. Normal system timings and limitations will therefore apply in relation to the input of CREST Proxy Instructions. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST personal member or sponsored member or has appointed a voting service provider(s)), to procure that his CREST sponsor or voting service provider(s) take(s) such action as shall be necessary to ensure that a message is transmitted by means of the CREST system by any particular time. In this connection, CREST members and, where applicable, their CREST sponsors or voting service providers are referred, in particular, to those sections of the CREST manual concerning practical limitations of the CREST system and timings. The Company may treat as invalid a CREST Proxy Instruction in the circumstances set out in Regulation 35(5)(a) of the CREST Regulations.
- (8) Pursuant to section 1105(2) of the Companies Act 2014 and Regulation 14 of CREST Regulations, the Company hereby specifies that only those shareholders registered in the register of members of the Company as at 7:00 p.m. on 27 December 2020 (or, in the case of an adjournment, 7:00 p.m. on the day that is two days before the date of the adjourned EGM) shall be entitled to attend, speak, ask questions and vote at the EGM in respect of the number of shares registered in their name at that time. Changes to entries on the register of members after the above-mentioned deadline shall be disregarded in determining the right of any person to attend and vote at the EGM.

- (9) Pursuant to section 1104(1)(b) of the Companies Act 2014 and subject to any contrary provision in company law, shareholders, holding at least 3% of the Company's issued share capital representing at least 3% of the voting rights of all shareholders who have a right to vote at the EGM, have the right to table a draft resolution for an item on the agenda, of the EGM. Flutter Shareholders are reminded that there are provisions in company law which impose other conditions on the right of shareholders to propose resolutions at the general meeting of a company.
- (10) Pursuant to section 1107 of the Companies Act 2014, shareholders have a right to ask questions related to items on the EGM agenda and to have such questions answered by the Company subject to any reasonable measures the Company may take to ensure the identification of Flutter Shareholders. An answer is not required if (a) an answer has already been given on the Company's website in the form of a "Q&A" or (b) it would interfere unduly with preparation for the meeting or the confidentiality or business interests of the Company or (c) it appears to the Chair that it is undesirable in the interests of good order of the meeting that the question be answered.
- (11) A copy of this Notice of EGM and copies of documentation relating to the EGM, including Forms of Proxy, are available on the Company's website www.flutter.com. To access these documents, select "Shareholder Centre" in the Investors section of the website, then EGM.
- (12) In light of ongoing impact of the Coronavirus (COVID-19) pandemic and related public health guidance, and as set out in the *Important Notice Regarding Coronavirus (COVID-19)* contained on page 6 of the Circular of which this Notice of EGM forms part, we strongly encourage shareholders to submit their Forms of Proxy appointing the Chair, to ensure they can vote and be represented at the EGM without the need to attend in person. If you have not received a Form of Proxy, or should you wish to be sent copies of the documents relating to the EGM, you may request this by telephoning the Company's registrar on +353 1 553 0050, emailing cosec@flutter.com or by writing to the Company Secretary at the Company's registered office.
- (13) We are closely monitoring the situation and the measures advised by the Government of Ireland and the Department of Health in relation to the ongoing COVID-19 pandemic and will endeavour to take all recommended actions into account in the conduct of the EGM. There will likely be limited ability to attend the EGM in person.
- (14) Certain items will not be permitted in the EGM. These include cameras, recording equipment, items of any nature with the potential to cause disorder and such other items as the Chair of the EGM may specify. The Company reserves the right to confiscate these items for the duration of the EGM if they are used to record or otherwise disrupt the EGM.
- (15) The date of publication of this Notice of EGM, and all notices thereafter, on the Flutter website, www.flutter.com, will be deemed to be the publication date for the purposes of the UK Corporate Governance Code 2018.