

**PROSPECTUS SUPPLEMENT NO. 7**  
**(to prospectus dated March 5, 2021)**



**199,000,123 Shares of Class A Common Stock**  
**1,740,113 Warrants Outstanding to Purchase Class A Common Stock**

This prospectus supplement is being filed to update and supplement the information contained in the prospectus dated March 5, 2021 (as may be supplemented or amended from time to time, the "Prospectus"), with the information contained in our Current Reports on Form 8-K, which we filed with the SEC on August 9, 2021 and August 10, 2021 (together, the "Current Reports"). Accordingly, we have attached the Current Reports to this prospectus supplement.

The Prospectus and this prospectus supplement relate to: (a) the issuance by us of up to (i) 1,740,113 shares of our Class A common stock, par value \$0.0001 per share ("Class A common stock"), that may be issued upon exercise of all outstanding warrants to purchase Class A common stock at an exercise price of \$11.50 per share of Class A common stock, which consists of the private placement warrants (as defined in the Prospectus), (ii) 6,000,000 shares of Class A common stock issued upon the satisfaction of certain triggering events (as described in the Prospectus), (iii) 115,908 shares of Class A common stock issuable upon the exercise of outstanding options granted under the DraftKings Inc. 2017 Equity Incentive Plan (the "2017 Equity Incentive Plan") and DraftKings Inc. 2012 Stock Option & Restricted Stock Incentive Plan (the "2012 Equity Incentive Plan") held by former employees or former consultants of DraftKings Inc., a Delaware corporation, and (iv) 319,502 shares of Class A common stock issuable upon the exercise of outstanding options granted under the SBTech (Global) Limited 2011 Global Share Option Plan held by former employees or former consultants of SBTech (Global) Limited (together with the 2017 Equity Incentive Plan and the 2012 Equity Incentive Plan, the "Plans") and (b) the offer and sale from time to time by the selling securityholders identified in the Prospectus, or their permitted transferees, of up to (1) 190,749,648 shares of our Class A common stock and (2) 1,740,113 warrants outstanding.

This prospectus supplement updates and supplements the information in the Prospectus and is not complete without, and may not be delivered or utilized except in combination with, the Prospectus, including any amendments or supplements thereto. This prospectus supplement should be read in conjunction with the Prospectus and if there is any inconsistency between the information in the Prospectus and this prospectus supplement, you should rely on the information in this prospectus supplement.

Our Class A common stock is traded on The Nasdaq Global Select Market under the symbol "DKNG." On August 10, 2021, the closing price of our Class A common stock was \$51.98 per share.

**Investing in our securities involves risks that are described in the "Risk Factors" section beginning on page 9 of the Prospectus.**

**Neither the SEC nor any state securities commission has approved or disapproved of the securities to be issued under the Prospectus or determined if the Prospectus or this prospectus supplement is truthful or complete. Any representation to the contrary is a criminal offense.**

**The date of this prospectus supplement is August 10, 2021.**

---

---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **August 9, 2021**

---

**DRAFTKINGS INC.**

(Exact name of registrant as specified in its charter)

---

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-38908**  
(Commission  
File Number)

**84-4052441**  
(IRS Employer  
Identification No.)

**222 Berkeley Street, 5th Floor**  
**Boston, MA 02116**  
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(617) 986-6744**

(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A common stock, par value \$0.0001 per share	DKNG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

## **Item 1.01 Entry into a Material Definitive Agreement.**

On August 9, 2021, DraftKings Inc., a Nevada corporation (the “Company” or “DraftKings”), Golden Nugget Online Gaming, Inc., a Delaware corporation (“GNOG”), New Duke Holdco, Inc., a Nevada corporation and a wholly owned subsidiary of DraftKings (“New DraftKings”), Duke Merger Sub, Inc., a Nevada corporation and a wholly owned subsidiary of New DraftKings (“Duke Merger Sub”), and Gulf Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of New DraftKings (“Gulf Merger Sub” and, together with Duke Merger Sub, the “Merger Subs”) entered into an agreement and plan of merger (the “Merger Agreement”), pursuant to which DraftKings will, among other things, acquire all issued and outstanding shares of common stock of GNOG (the “GNOG Shares”).

The Merger Agreement and the transactions contemplated therein (the “Acquisition”) were (i) unanimously approved and declared fair to, advisable and in the commercial interests of DraftKings by the board of directors of DraftKings and (ii) unanimously approved and declared advisable and fair to, and in the best interests of GNOG and its stockholders by the board of directors of GNOG (the “GNOG Board”), acting upon the unanimous recommendation of a special committee of the GNOG Board (the “GNOG Special Committee”).

Concurrently with the execution of the Merger Agreement, certain affiliates of DraftKings and GNOG, entered into that certain commercial agreement with respect to expansion of market access, database access and marketing integrations of DraftKings (the “Commercial Agreement”).

### ***Merger Agreement***

#### *Transaction Structure & Merger Consideration*

On the terms and subject to the conditions set forth in the Merger Agreement, (1) at the Duke Effective Time (as defined in the Merger Agreement), Duke Merger Sub will be merged with and into DraftKings in accordance with the Nevada Revised Statutes (the “NRS”), with DraftKings becoming the surviving corporation (the “Duke Surviving Corporation”) and (2) at the Gulf Effective Time (as defined in the Merger Agreement), Gulf Merger Sub will be merged with and into GNOG in accordance with the General Corporation Law of the State of Delaware (the “DGCL”), with GNOG becoming the surviving corporation (the “Gulf Surviving Corporation”, and together with the Duke Surviving Corporation, collectively the “Surviving Corporations”). In connection with the Acquisition, certain affiliates of Fertitta will consummate certain reorganization transactions to allow LGHN HoldCo, LLC to become a wholly-owned subsidiary of GNOG following the consummation of the Acquisition.

The Merger Agreement provides that upon the consummation of the Acquisition, each holder of GNOG Shares (a “GNOG Shareholder”) will receive 0.365 (the “Exchange Ratio”) of a share of New DraftKings Class A common stock (the “New DraftKings Class A Common Stock”) for each GNOG Share issued and outstanding immediately prior to the Gulf Effective Time, other than any Excluded Shares (as defined in the Merger Agreement).

Each share of DraftKings Class A common stock (“DraftKings Class A Common Stock”) issued and outstanding immediately prior to the Duke Effective Time will be cancelled, cease to exist and be converted into one validly issued, fully paid and non-assessable share of New DraftKings Class A Common Stock and each share of DraftKings Class B common stock issued and outstanding immediately prior to the Duke Effective Time shall be converted into one validly issued, fully paid and non-assessable share of New DraftKings Class B common stock.

#### *Treatment of GNOG RSUs and GNOG Private Placement Warrants*

At the Gulf Effective Time, each outstanding restricted stock unit (a “GNOG RSU”) issued by GNOG will automatically and without any required action on the part of the holder thereof vest, then be cancelled and thereafter only entitle the holder of such GNOG RSU to receive (without interest) a number of shares of New DraftKings Class A Common Stock equal to (x) the product obtained by multiplying (i) the number of GNOG Shares subject to such GNOG RSU immediately prior to the Gulf Effective Time by (ii) the Exchange Ratio, less (y) a number of shares of New DraftKings Class A Common Stock equal to the applicable taxes required to be withheld with respect to such GNOG RSU settlement.

---

At the Gulf Effective Time, each outstanding warrant issued by GNOG (“GNOG Private Warrant”) to purchase shares of GNOG Class A common stock (“GNOG Class A Common Stock”) will automatically and without any required action on the part of the holder convert into a warrant to purchase a number of New DraftKings Class A Common Stock equal to the product of (x) the number of shares of GNOG Class A Common Stock subject to such GNOG Private Warrant immediately prior to the Gulf Effective Time multiplied by (y) the Exchange Ratio, and the exercise price of such GNOG Private Warrant will be determined by dividing (1) the per share exercise price of such GNOG Private Warrant immediately prior to the Gulf Effective Time by (2) the Exchange Ratio.

#### *Treatment of DraftKings RSUs*

At the Duke Effective Time, each outstanding restricted stock unit (a “DraftKings RSU”) issued by DraftKings will automatically and without any required action on the part of the holder thereof, cease to represent a restricted stock unit denominated in one share of DraftKings Class A Common Stock and will be converted into a restricted stock unit denominated in one share of New DraftKings Class A Common Stock (a “New DraftKings RSU”). Except as specifically provided in the Merger Agreement, following the Duke Effective Time, each such DraftKings RSU will continue to be governed by the same terms and conditions (including vesting terms) as were applicable to the applicable DraftKings RSU immediately prior to the Duke Effective Time.

#### ***Representations and Warranties and Covenants***

The Merger Agreement contains customary representations and warranties from DraftKings, GNOG, New DraftKings and the Merger Subs, and each party thereto has agreed to customary covenants, including, among others, covenants relating to (1) the conduct of its business prior to the closing, (2) the use of reasonable best efforts to consummate the Acquisition, (3) with respect to GNOG, delivering to DraftKings, no later than September 8, 2021 (the “Company Written Consent Delivery Date”), a written consent of Tilman J. Fertitta, a stockholder of GNOG currently holding approximately 79.9% of voting power in issued and outstanding GNOG Shares pursuant to which Fertitta will irrevocably adopt, approve and ratify the Merger Agreement and the Acquisition (the “GNOG Written Consent”), and (4) with respect to DraftKings, delivering to GNOG written consents from its stockholders sufficient to approve the Acquisition in accordance with the NRS and its organizational documents (the “DraftKings Written Consent”). Upon delivery, the GNOG Written Consent and the DraftKings Written Consent will constitute the stockholder approval of GNOG and DraftKings, respectively, required to consummate the Acquisition.

Among other things, the Merger Agreement also prohibits GNOG from soliciting competing acquisition proposals from third parties, except that, subject to certain exceptions and limitations, GNOG may provide information to, and negotiate with, a third party that makes an unsolicited *bona fide* acquisition proposal if the GNOG Board or the GNOG Special Committee determines in good faith after consultation with its outside legal counsel and financial advisor that (i) such acquisition proposal either constitutes or would reasonably be expected to result in a Superior Proposal (as defined in the Merger Agreement) and (ii) failure to take such actions would be inconsistent with the directors’ fiduciary duties under applicable law (the “No-Shop Provision”). Upon notice of the receipt of a Superior Proposal by GNOG, DraftKings will have certain match-rights to amend the terms of the Acquisition.

#### ***Closing Conditions***

The obligation of each Party to consummate the Acquisition is subject to the satisfaction or mutual waiver at or prior to the Closing (as defined in the Merger Agreement) of each of the following conditions: (1) receipt of GNOG stockholder approval, (2) receipt of DraftKings stockholder approval, (3) authorization for listing on NASDAQ of shares of New DraftKings Class A Common Stock issuable pursuant to the Acquisition upon official notice of issuance, (4) expiration or early termination of the waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvement Act of 1976, (5) receipt of all requisite gaming approvals by GNOG and DraftKings in connection with the Acquisition, (6) absence of any law or governmental order that is in effect and restrains, enjoins, makes illegal or otherwise prohibits the consummation of the Acquisition, and (7) the Registration Statement on Form S-4 should have become effective in accordance with the provisions of the Securities Act of 1933, as amended (the “Securities Act”).

---

The obligation of DraftKings to consummate the Acquisition is subject to the satisfaction or waiver at or prior to the Closing of certain additional conditions, including, among other conditions, (1) the accuracy of GNOG's representations and warranties contained in the Merger Agreement (subject to Company Material Adverse Effect (as defined in the Merger Agreement) and certain *de minimis* qualifiers), (2) GNOG's performance of its obligations under the Merger Agreement in all material respects, (3) the absence, since the date of the Merger Agreement, of any effect, event, development, change, state of facts, condition, circumstance or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Company Material Adverse Effect, (4) all Company Material Licenses (as defined in the Merger Agreement) being in full force and effect, and (5) the Commercial Agreement being in full force and effect.

The obligation of GNOG to consummate the Acquisition is subject to the satisfaction or waiver at or prior to the Closing of certain additional conditions, including, among other conditions, (1) the accuracy of DraftKings' representations and warranties contained in the Merger Agreement (subject to certain materiality qualifiers and certain *de minimis* qualifiers), (2) DraftKings', New DraftKings' and Merger Subs' performance of its obligations under the Merger Agreement in all material respects, and (3) the absence, since the date of the Merger Agreement, of any effect, event, development, change, state of facts, condition, circumstance or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Parent Material Adverse Effect (as defined in the Merger Agreement).

#### *Termination Rights*

The Merger Agreement may be terminated by DraftKings or GNOG under certain circumstances, including, among other termination rights, (i) by mutual written consent of DraftKings and GNOG, (ii) by either DraftKings or GNOG if the closing of the Acquisition has not occurred on or before February 28, 2022, subject to extension, (iii) by DraftKings if, (A) the GNOG Board has made a change of recommendation to its stockholders to approve the Acquisition (a "Change of Recommendation"), (B) at any time following receipt of an acquisition proposal and prior to the Company Written Consent Delivery Date, the GNOG Board fails to reaffirm its approval or recommendation of the Merger Agreement and the merger as promptly as practicable (but in any event within five business days) after receipt of any written request to do so from DraftKings (provided that the GNOG Board will not be required to reaffirm such approval or recommendation on more than two occasions), (C) GNOG Board has failed to hold a vote of the holders of GNOG Shares in order to obtain the required approval of its stockholders prior to a specified time, (D) GNOG fails to deliver the GNOG Written Consent to DraftKings on or prior to the Company Written Consent Delivery Date, or (E) there is a material breach by GNOG of its representations, warranties, agreements or covenants of the Merger Agreement uncured within certain period of time, and (iv) by GNOG if, (A) there is a material breach by DraftKings of its representations, warranties, agreements or covenants of the Merger Agreement uncured within certain period of time, (B) at any time prior to the later of (x) the GNOG stockholder approval is obtained and (y) one day after the date on which DraftKings could have but did not exercise its "matching" right pursuant to the Merger Agreement in relation to an acquisition proposal prior to the Company Written Consent Delivery Date, in order to concurrently enter into an alternative acquisition agreement with respect to a Superior Proposal (provided that GNOG has complied with the applicable provisions under the Merger Agreement and paid the Termination Fee and DraftKings Expense Reimbursement, or (C) DraftKings fails to timely deliver the DraftKings Written Consent to GNOG.

In the event the Merger Agreement is terminated (1) by DraftKings pursuant to (i) GNOG's failure to obtain the required stockholders approval, (ii) GNOG's material breach of its obligations under the No-Shop Provision and no Change of Recommendation and, within twelve months of such termination, GNOG enters into a definitive agreement in respect of another acquisition transaction and subsequently consummates such transaction, (iii) a Change of Recommendation by the GNOG Board, or (iv) GNOG's failure to timely deliver the GNOG Written Consent or (2) by GNOG pursuant to a Superior Proposal, GNOG agrees to pay to the Company a termination fee equal to \$55 million (the "Termination Fee") and reimburse DraftKings for its reasonable and documented out-of-pocket expenses incurred in connection with the Acquisition (the "DraftKings Expense Reimbursement"). The Termination Fee and the DraftKings Expense Reimbursement will be DraftKings' sole and exclusive remedy in connection with the foregoing terminations except in the case of GNOG's willful breach of the Merger Agreement.

#### *Support Agreement*

Contemporaneously with the execution of the Merger Agreement, DraftKings entered into a support and registration rights agreement (the "Support Agreement") with New DraftKings, Fertitta, Fertitta Entertainment, Inc., a Texas corporation ("FEI"), Landry's Fertitta, LLC, a Texas limited liability company ("Landry's Fertitta") and together with Fertitta and FEI, the "Fertitta Parties"), pursuant to which the Fertitta Parties agreed (i) to not transfer the New DraftKings Class A Common Stock that the Fertitta Parties will receive in the Acquisition prior to the first anniversary of the closing of the Acquisition and (ii) from the date of the Support Agreement to the five-year anniversary of the closing of the Acquisition, not engage in a Competing Business (as defined in the Support Agreement). New DraftKings agreed to provide the Fertitta Parties with shelf registration rights with respect to New DraftKings Class A Common Stock and warrants to purchase New DraftKings Class A Common Stock that the Fertitta Parties will receive in connection with the Acquisition. In addition, the Fertitta Parties have agreed to execute (and cause its affiliates to execute) all such agreements and take such action as required to waive the obligations of all Fertitta Parties to make interest payments on behalf of GNOG and of GNOG to issue equity in relation to such payments.

The summary of the Merger Agreement and the Support Agreement and the transactions contemplated thereby in this Current Report on Form 8-K are qualified by reference to the full text of the Merger Agreement and the Support Agreement, which DraftKings intends to file as an exhibit to a Current Report on Form 8-K on or about August 9, 2021.

---

### **Item 3.02 Unregistered Sale of Equity Securities.**

The disclosure under Item 1.01 of this Current Report on Form 8-K relating to the Merger Agreement and the issuance of New DraftKings Class A Common Stock thereunder is incorporated into this Item 3.02 by reference.

The New DraftKings Class A Common Stock (other than the New DraftKings Class A Common Stock to be issued to any Fertitta or its affiliates), when issued, will be registered under the Securities Act and the Securities Exchange Act of 1934, as amended, and registered or exempt from registration under any applicable state securities or “blue sky” Laws.

### **Item 7.01. Regulation FD Disclosure.**

On August 9, 2021, the Company and GNOG issued a joint press release, a copy of which is furnished herewith as Exhibit 99.1, announcing the Company’s and GNOG’s entry into the Merger Agreement and related matters.

Attached as Exhibit 99.2 hereto and incorporated by reference herein is the investor presentation dated August 9, 2021, that will be used by the Company with respect to the Merger.

The information in this Item 7.01, including Exhibits 99.1 and 99.2, is furnished and shall not be deemed “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to liabilities under that section, and shall not be deemed to be incorporated by reference into the filings of the Company under the Securities Act or the Exchange Act, regardless of any general incorporation language in such filings. This Current Report on Form 8-K will not be deemed an admission as to the materiality of any information of the information in this Item 7.01, including Exhibits 99.1 and 99.2.

### **Cautionary Statement Regarding Forward-Looking Statements**

This Current Report on Form 8-K may contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, known as the PSLRA. When used in this Current Report on Form 8-K, the words “estimates,” “projected,” “expects,” “anticipates,” “forecasts,” “plans,” “intends,” “believes,” “seeks,” “may,” “will,” “should,” “future,” “propose” and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the Company’s control, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. These forward-looking statements include, without limitation, the Company’s and GNOG’s expectations with respect to future performance and anticipated financial impacts of the Acquisition, the satisfaction of the closing conditions to the Acquisition and the timing of the completion of the Acquisition. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company’s and GNOG’s control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against the Company and GNOG following the announcement of the Merger Agreement and the transactions contemplated therein; (2) the inability to complete the Acquisition, including due to failure to obtain approval of the stockholders of the Company, approvals or other determinations from certain gaming regulatory authorities, or other conditions to closing in the Merger Agreement; (3) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement or could otherwise cause the transactions contemplated therein to fail to close; (4) the inability to obtain or maintain the listing of New DraftKings Class A Common Stock on Nasdaq following the Acquisition; (5) the risk that the Acquisition disrupts current plans and operations as a result of the announcement and consummation of the Acquisition; (6) the ability to recognize the anticipated benefits of the Acquisition, which may be affected by, among other things, competition and the ability of the combined company to grow and manage growth profitably and retain its key employees; (7) costs related to the Acquisition; (8) changes in applicable laws or regulations, particularly with respect to gaming, gambling, sportsbooks, fantasy sports and other similar businesses; (9) the possibility that the Company, GNOG or the combined company may be adversely affected by other economic, business, and/or competitive factors, (10) market and supply chain disruptions due to the COVID-19 outbreak or other epidemics, pandemics or similar public health events; and (11) other risks and uncertainties indicated from time to time in the information/prospectus relating to the Acquisition, including those under “Risk Factors” in the Company’s filings with the SEC. The Company cautions that the foregoing list of factors is not exclusive. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. For a discussion of additional risks and uncertainties, which could cause actual results to differ from those contained in the forward-looking statements, see the Company’s filings with the SEC. The Company does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

---

**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

**Exhibit Number**

[99.1](#) [Press Release, dated August 9, 2021, issued by DraftKings Inc. and Golden Nugget Online Gaming, Inc.](#)

[99.2](#) [Investor Presentation, dated August 9, 2021.](#)

\*Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DRAFTKINGS INC.**

Date: August 9, 2021

By: /s/ R. Stanton Dodge  
Name: R. Stanton Dodge  
Title: Chief Legal Officer and Secretary

---



---

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **August 9, 2021**

---

**DRAFTKINGS INC.**

(Exact name of registrant as specified in its charter)

---

**Nevada**  
(State or other jurisdiction  
of incorporation)

**001-38908**  
(Commission  
File Number)

**84-4052441**  
(IRS Employer  
Identification No.)

**222 Berkeley Street, 5th Floor**  
**Boston, MA 02116**

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(617) 986-6744**

(Former name or former address, if changed since last report)

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Class A common stock, par value \$0.0001 per share	DKNG	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

---

---

### **Item 1.01 Entry into a Material Definitive Agreement.**

On August 9, 2021, DraftKings Inc., a Nevada corporation (the “Company” or “DraftKings”), Golden Nugget Online Gaming, Inc., a Delaware corporation (“GNOG”), New Duke Holdco, Inc., a Nevada corporation and a wholly owned subsidiary of DraftKings (“New DraftKings”), Duke Merger Sub, Inc., a Nevada corporation and a wholly owned subsidiary of New DraftKings, and Gulf Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of New DraftKings, entered into an agreement and plan of merger (the “Merger Agreement”), pursuant to which DraftKings will, among other things, acquire all issued and outstanding shares of common stock of GNOG. The transactions contemplated by the Merger Agreement is referred to herein as the “Acquisition”.

The description of the Merger Agreement contained in DraftKings’ Current Report on Form 8-K filed on August 9, 2021 is incorporated by reference herein, such description does not purport to be complete and it is qualified in its entirety by reference to the full text of the Merger Agreement, which is included as Exhibit 2.1 and incorporated by reference herein.

#### ***Support Agreement***

Contemporaneously with the execution of the Merger Agreement, DraftKings entered into a support and registration rights agreement (the “Support Agreement”) with New DraftKings, Tilman Fertitta, Fertitta Entertainment, Inc., a Texas corporation, Landry’s Fertitta, LLC, a Texas limited liability company, Golden Landry’s LLC, a Texas limited liability company and Golden Fertitta, LLC, a Texas limited liability company.

The description of the Support Agreement contained in DraftKings’ Current Report on Form 8-K filed on August 9, 2021 is incorporated by reference herein, such description does not purport to be complete and it is qualified in its entirety by reference to the full text of the Support Agreement, which is included as Exhibit 10.1 and incorporated by reference herein.

The Merger Agreement and the Support Agreement has been attached as an exhibit to this Current Report on Form 8-K in order to provide investors and security holders with information regarding its terms. It is not intended to provide any other information about DraftKings, GNOG or their respective subsidiaries and affiliates or to modify or supplement any factual disclosures about the Company in its public reports filed with the United States Securities and Exchange Commission (the “SEC”). The representations, warranties and covenants contained in the Merger Agreement and the Support Agreement were made only for purposes of such agreement and as of specific dates, are solely for the benefit of the parties to the Merger Agreement and the Support Agreement, may be subject to limitations agreed upon by the parties, including being qualified by confidential disclosures made for the purposes of allocating contractual risk between the parties to the Merger Agreement and the Support Agreement instead of establishing these matters as facts, and may be subject to standards of materiality applicable to the parties that differ from those applicable to investors or to DraftKings’ SEC filings. Investors should not rely on the representations, warranties or covenants or any description thereof as characterizations of the actual state of facts or condition of DraftKings, GNOG or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the Merger Agreement and the Support Agreement, which subsequent information may or may not be fully reflected in public disclosures by DraftKings, GNOG or their subsidiaries or affiliates.

### **Item 8.01. Other Event**

On August 9, 2021 in connection with the announcement of the Acquisition, DraftKings held an investor call to discuss the Acquisition. This investor call included an investor presentation, which was included as Exhibit 99.2 to DraftKings’ Current Report on Form 8-K filed on August 9, 2021 (001-38908). The transcript of the investor call is attached as Exhibits 99.1 and is incorporated by reference herein.

---

## FORWARD-LOOKING STATEMENTS

### Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K may contain forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended, and the Private Securities Litigation Reform Act of 1995, known as the PSLRA. When used in this Current Report on Form 8-K, the words “estimates,” “projected,” “expects,” “anticipates,” “forecasts,” “plans,” “intends,” “believes,” “seeks,” “may,” “will,” “should,” “future,” “propose” and variations of these words or similar expressions (or the negative versions of such words or expressions) are intended to identify forward-looking statements. These forward-looking statements are not guarantees of future performance, conditions or results, and involve a number of known and unknown risks, uncertainties, assumptions and other important factors, many of which are outside the Company’s control, that could cause actual results or outcomes to differ materially from those discussed in the forward-looking statements. These forward-looking statements include, without limitation, the Company’s and GNOG’s expectations with respect to future performance and anticipated financial impacts of the Acquisition, the satisfaction of the closing conditions to the Acquisition and the timing of the completion of the Acquisition. These forward-looking statements involve significant risks and uncertainties that could cause the actual results to differ materially from the expected results. Most of these factors are outside the Company’s and GNOG’s control and are difficult to predict. Factors that may cause such differences include, but are not limited to: (1) the outcome of any legal proceedings that may be instituted against the Company and GNOG following the announcement of the Merger Agreement and the transactions contemplated therein; (2) the inability to complete the Acquisition, including due to failure to obtain approval of the stockholders of the Company, approvals or other determinations from certain gaming regulatory authorities, or other conditions to closing in the Merger Agreement; (3) the occurrence of any event, change or other circumstance that could give rise to the termination of the Merger Agreement or could otherwise cause the transactions contemplated therein to fail to close; (4) the inability to obtain or maintain the listing of New DraftKings Class A Common Stock on Nasdaq following the Acquisition; (5) the risk that the Acquisition disrupts current plans and operations as a result of the announcement and consummation of the Acquisition; (6) the ability to recognize the anticipated benefits of the Acquisition, which may be affected by, among other things, competition and the ability of the combined company to grow and manage growth profitably and retain its key employees; (7) costs related to the Acquisition; (8) changes in applicable laws or regulations, particularly with respect to gaming, gambling, sportsbooks, fantasy sports and other similar businesses; (9) the possibility that the Company, GNOG or the combined company may be adversely affected by other economic, business, and/or competitive factors; (10) market and supply chain disruptions due to the COVID-19 outbreak or other epidemics, pandemics or similar public health events; and (11) other risks and uncertainties indicated from time to time in the information/prospectus relating to the Acquisition, including those under “Risk Factors” in the Company’s filings with the SEC. The Company cautions that the foregoing list of factors is not exclusive. The Company cautions readers not to place undue reliance upon any forward-looking statements, which speak only as of the date made. For a discussion of additional risks and uncertainties, which could cause actual results to differ from those contained in the forward-looking statements, see the Company’s filings with the SEC. The Company does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

### Item 9.01 Financial Statements and Exhibits.

#### (d) Exhibits.

#### Exhibit Number

- [2.1](#) [Agreement and Plan of Merger, by and among DraftKings Inc., New Duke Holdco, Inc., Golden Nugget Online Gaming, Inc., Duke Merger Sub, Inc. and Gulf Merger Sub, Inc., dated as of August 8, 2021.\\*](#)
- [10.1](#) [Support Agreement, by and among DraftKings Inc., Tilman J. Fertitta, Fertitta Entertainment, Inc., Landry’s Fertitta, LLC, Golden Landry’s LLC, Golden Fertitta, LLC and New Duke Holdco, Inc., dated as of August 8, 2021.](#)
- [99.1](#) [Investor Call Transcript, dated August 9, 2021.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

\*Annexes, schedules and/or exhibits have been omitted pursuant to Item 601(b)(2) of Regulation S-K. The Company agrees to furnish supplementally a copy of any omitted attachment to the SEC on a confidential basis upon request.

---

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**DRAFTKINGS INC.**

Date: August 9, 2021

By: /s/ R. Stanton Dodge

Name: R. Stanton Dodge

Title: Chief Legal Officer and Secretary

---