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

SCHEDULE TO

**TENDER OFFER STATEMENT UNDER SECTION 14(d)(1) or 13(e)(1) OF THE SECURITIES EXCHANGE ACT
OF 1934**

Playtika Holding Corp.

(Name of Subject Company (Issuer) and Filing Person (Offeror))

Common Stock, \$0.01 par value
(Title of Class of Securities)

72815L 107
(CUSIP Number of Class of Securities)

Robert Antokol
Chief Executive Officer
c/o Playtika Ltd.
HaChoshlim St 8
Herzliya Pituach, Israel
972-73-316-3251

(Name, address and telephone number of person authorized to receive notices and communications on behalf of filing person)

Copies to:

Michael A. Treska
Darren Guttenberg
Latham & Watkins LLP
650 Town Center Drive, 20th Floor
Costa Mesa, CA 92626
(714) 540-1235

Michael Cohen
Chief Legal Officer
and Secretary
c/o Playtika Ltd.
HaChoshlim St 8
Herzliya Pituach, Israel
972-73-316-3251

Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Check the appropriate boxes below to designate any transactions to which the statement relates:

- third-party tender offer subject to Rule 14d-1.
- issuer tender offer subject to Rule 13e-4.
- going-private transaction subject to Rule 13e-3.
- amendment to Schedule 13D under Rule 13d-2.

Check the following box if the filing is a final amendment reporting the results of the tender offer:

If applicable, check the appropriate box(es) below to designate the appropriate rule provision(s) relied upon:

- Rule 13e-4(i) (Cross-Border Issuer Tender Offer)
 - Rule 14d-1(d) (Cross-Border Third Party Tender Offer)
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SCHEDULE TO

This Tender Offer Statement on Schedule TO relates to the offer by Playtika Holding Corp., a Delaware corporation (“Playtika” or the “Company”), to purchase up to 51,813,472 shares of its common stock, par value \$0.01 per share (the “Shares”), at a price of \$11.58 per Share, as defined in the Offer to Purchase (defined below), to the seller in cash, less any applicable withholding taxes and without interest. The Company’s offer is being made upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 29, 2022 (together with any amendments or supplements thereto, the “Offer to Purchase”), the related Letter of Transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter of Transmittal, the “Tender Offer”). This Tender Offer Statement on Schedule TO is intended to satisfy the reporting requirements of Rule 13e-4(c)(2) under the Securities Exchange Act of 1934, as amended.

The information in the Offer to Purchase and the Letter of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively, are incorporated by reference in answer to Items 1 through 11 in this Tender Offer Statement on Schedule TO.

The information set forth under Item 8.01 of the Current Report on Form 8-K filed by the Company on August 24, 2022 (including all exhibits attached thereto and incorporated therein by reference) is incorporated herein by reference.

ITEM 1. SUMMARY TERM SHEET.

The information set forth in the section captioned “Summary Term Sheet” of the Offer to Purchase, a copy of which is filed with this Schedule TO as Exhibit (a)(1)(A), is incorporated herein by reference.

ITEM 2. SUBJECT COMPANY INFORMATION.

(a) **Name and Address:** The name of the subject company is Playtika Holding Corp., a Delaware corporation. The address and telephone number of its principal executive offices are: HaChoshlim St 8, Herzliya Pituach, Israel (972-73-316-3251149). The information set forth in Section 9 (“Certain Information Concerning Us”) of the Offer to Purchase is incorporated herein by reference.

(b) **Securities:** The information set forth in the section of the Offer to Purchase captioned “Introduction” and in Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase is incorporated herein by reference.

(c) **Trading Market and Price:** The information set forth in the section of the Offer to Purchase captioned “Introduction” and Section 7 (“Price Range of Shares; Dividends”) of the Offer to Purchase is incorporated herein by reference.

ITEM 3. IDENTITY AND BACKGROUND OF FILING PERSON.

(a) **Name and Address:** The name of the filing person is Playtika Holding Corp., a Delaware corporation. The address and telephone number of its principal executive offices are: HaChoshlim St 8, Herzliya Pituach, Israel (972-73-316-3251149). The information set forth in Section 9 (“Certain Information Concerning Us”) and Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase and in Schedule I to the Offer to Purchase is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) **Material Terms:** The information set forth in the sections of the Offer to Purchase captioned “Introduction” and “Summary Term Sheet,” and in Section 1 (“Number of Shares; Price; Proration”), Section 2 (“Purpose of the Offer; Background of the Offer; Reasons for the Offer; Certain Effects of the Offer; Plans and Proposals”), Section 3 (“Procedures for Tendering Shares”), Section 4 (“Withdrawal Rights”), Section 5 (“Purchase of Shares

and Payment of Purchase Price”), Section 6 (“Conditions of the Offer”), Section 8 (“Source and Amount of Funds”), Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”), Section 12 (“Certain U.S. Federal Income Tax and Israeli Income Tax Considerations”), Section 13 (“Extension of the Offer; Termination; Amendment”) and Section 15 (“Miscellaneous”) of the Offer to Purchase is incorporated herein by reference.

(b) **Purchases:** The information set forth in Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase is incorporated herein by reference.

ITEM 5. PAST CONTRACTS, TRANSACTIONS, NEGOTIATIONS AND AGREEMENTS.

(a) **Agreements Involving the Subject Company’s Securities:** The information set forth in Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase is incorporated herein by reference.

ITEM 6. PURPOSES OF THE TRANSACTION AND PLANS OR PROPOSALS.

(a) **Purposes:** The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and in Section 2 (“Purpose of the Offer; Background of the Offer; Reasons for the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

(b) **Use of the Securities Acquired:** The information set forth in Section 2 (“Purpose of the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

(c) **Plans:** The information set forth in Section 2 (“Purpose of the Offer; Background of the Offer; Reasons for the Offer; Certain Effects of the Offer; Plans and Proposals”) of the Offer to Purchase is incorporated herein by reference.

ITEM 7. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) **Source of Funds:** The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and in Section 8 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

(b) **Conditions:** The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and in Section 8 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

(c) **Borrowed Funds:** The information set forth in the section of the Offer to Purchase captioned “Summary Term Sheet” and in Section 8 (“Source and Amount of Funds”) of the Offer to Purchase is incorporated herein by reference.

ITEM 8. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a) **Securities Ownership:** The information set forth in Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase is incorporated herein by reference.

(b) **Securities Transactions:** The information set forth in Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) of the Offer to Purchase is incorporated herein by reference.

ITEM 9. PERSONS/ASSETS, RETAINED, EMPLOYED, COMPENSATED OR USED.

(a) **Solicitations or Recommendations:** The information set forth in Section 14 (“Fees and Expenses”) of the Offer to Purchase is incorporated herein by reference.

ITEM 10. FINANCIAL STATEMENTS.

(a) and (b) Not applicable.

ITEM 11. ADDITIONAL INFORMATION.

(a) **Agreements, Regulatory Requirements and Legal Proceedings:** The information set forth in Section 2 (“Purpose of the Offer; Background of the Offer; Reasons for the Offer; Certain Effects of the Offer; Plans and Proposals”), Section 10 (“Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares”) and Section 11 (“Certain Legal Matters; Regulatory Approvals”) of the Offer to Purchase is incorporated herein by reference.

(b) **Other Material Information:** The information in the Offer to Purchase and the Letter of Transmittal, copies of which are filed with this Schedule TO as Exhibits (a)(1)(A) and (a)(1)(B), respectively, is incorporated herein by reference.

ITEM 12. EXHIBITS.

EXHIBIT NUMBER	DESCRIPTION
(a)(1)(A)	<u>Offer to Purchase, dated August 29, 2022.</u>
(a)(1)(B)	<u>Letter of Transmittal (including IRS Form W-9).</u>
(a)(1)(C)	<u>Notice of Guaranteed Delivery.</u>
(a)(1)(D)	<u>Letter to Brokers, Dealers, Banks, Trust Companies and Other Nominees, dated August 29, 2022.</u>
(a)(1)(E)	<u>Letter to Clients for use by Brokers, Dealers, Banks, Trust Companies and Other Nominees, dated August 29, 2022.</u>
(a)(1)(F)	<u>Summary Advertisement, dated August 29, 2022.</u>
(a)(1)(G)	<u>Form of Notice of Withdrawal.</u>
(a)(1)(H)	<u>Email Communication to Employees.</u>
(a)(2)	Not applicable.
(a)(3)	Not applicable.
(a)(4)	Not applicable.
(a)(5)	<u>Press Release, dated August 29, 2022.</u>
(b)	None.
(d)(1)	<u>Playtika Holding Corp. 2021-2024 Retention Plan (incorporated herein by reference to Exhibit 10.9 to the Company’s Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).</u>
(d)(2)	<u>Form of Executive Retention Award Agreement under 2021-2024 Playtika Holding Corp. Retention Plan (incorporated herein by reference to Exhibit 10.11 to the Company’s Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).</u>
(d)(3)	<u>Form of Executive Appreciation Unit Award Agreement under 2021-2024 Playtika Holding Corp. Retention Plan (incorporated herein by reference to Exhibit 10.13 to the Company’s Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).</u>
(d)(4)	<u>Form of Amendment to Playtika Holding Corp. 2021-2024 Retention Plan Agreements dated June 26, 2020 with U.S. Executives (incorporated herein by reference to Exhibit 10.15 to the Company’s Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).</u>

- (d)(5) [Amendment to Appreciation Unit Award Agreements under 2021-2024 Playtika Holding Corp. Retention Plan between Playtika Holding Corp. and Robert Antokol \(incorporated herein by reference to Exhibit 10.16 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(6) [2020 Incentive Award Plan, including Sub-Plan for Israeli Participants \(incorporated herein by reference to Exhibit 10.17 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(7) [Amendment No. 1 to Playtika Holding Corp. 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.18 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(8) [Form of Restricted Stock Unit Agreement under 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.19 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(9) [Form of Restricted Stock Unit Agreement for Israeli Participants under 2020 Incentive Award Plan \(incorporated by reference herein to Exhibit 10.20 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(10) [Form of Stock Option Agreement under 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.21 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(11) [Form of Stock Option Agreement for Israeli Participants under 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.22 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(12) [Employee Stock Purchase Plan \(incorporated herein by reference to Exhibit 10.23 to Amendment No. 1 to the Company's Registration Statement on Form S-1, as filed with the SEC on January 7, 2021\).](#)
- (d)(13) [Employment Agreement, dated as of December 20, 2011, by and between Playtika Ltd. and Robert Antokol \(incorporated herein by reference to Exhibit 10.27 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(14) [Employment Agreement, dated as of March 15, 2017, by and between Playtika Ltd. and Nir Korczak \(incorporated herein by reference to Exhibit 10.29 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(15) [Employment Agreement, dated as of April 2, 2018, by and between Playtika Ltd. and Yael Yehudai \(incorporated herein by reference to Exhibit 10.30 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(16) [Employment Agreement, dated as of December 4, 2011, by and between Playtika Ltd. and Shlomi Aizenberg \(incorporated herein by reference to Exhibit 10.31 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(17) [Employment Agreement, dated as of May 25, 2011, by and between Playtika Ltd. and Ofer Kinberg \(incorporated herein by reference to Exhibit 10.32 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(18) [Amendment to Employment Agreement, dated as of December 15, 2014, by and between Playtika Ltd. and Ofer Kinberg \(incorporated herein by reference to Exhibit 10.32.1 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020\).](#)
- (d)(19) [Employment Agreement, dated as of August 17, 2016, by and between Playtika Ltd. and Erez Rachmil \(incorporated herein by reference to Exhibit 10.1# to the Company's Quarter Report on Form 10-Q, as filed with the SEC on November 4, 2021\).](#)

- (d)(20) [Form of Performance Stock Unit Agreement under 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K, as filed with the SEC on February 10, 2022\).](#)
- (d)(21) [Form of Performance Stock Unit Agreement for Israeli Participants under 2020 Incentive Award Plan \(incorporated herein by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K, as filed with the SEC on February 10, 2022\).](#)
- (d)(22) [Employment Agreement, dated as of December 6, 2016, by and between Playtika Ltd. and Eric Rapps \(incorporated herein by reference to Exhibit 10.29 to the Company's Annual Report on Form 10-K, as filed with the SEC on March 1, 2022\).](#)
- (d)(23) [Tender Agreement, dated August 26, 2022.](#)
- (g) None.
- (h) None.
- (107) [Filing Fee Table.](#)

ITEM 13. INFORMATION REQUIRED BY SCHEDULE 13E-3.

Not applicable.

SIGNATURE

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Playtika Holding Corp.

Date: August 29, 2022

By: /s/ Craig Abrahams

Craig Abrahams

President and Chief Financial Officer

INDEX TO EXHIBITS

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- (d)(10) Form of Stock Option Agreement under 2020 Incentive Award Plan (incorporated herein by reference to Exhibit 10.21 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).
- (d)(11) Form of Stock Option Agreement for Israeli Participants under 2020 Incentive Award Plan (incorporated herein by reference to Exhibit 10.22 to the Company's Registration Statement on Form S-1, as filed with the SEC on December 18, 2020).
- (d)(12) Employee Stock Purchase Plan (incorporated herein by reference to Exhibit 10.23 to Amendment No. 1 to the Company's Registration Statement on Form S-1, as filed with the SEC on January 7, 2021).
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- (d)(23) Tender Agreement, dated August 26, 2022.
- (g) None.
- (h) None.
- (107) Filing Fee Table.

Offer to Purchase
by
Playtika Holding Corp.

Up to 51,813,472 Shares of its Common Stock
At a Cash Purchase Price of \$11.58 per Share
CUSIP: 72815L 107

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).

Playtika Holding Corp., a Delaware corporation (the “Company,” “Playtika,” “we,” “us” or “our”), invites our stockholders to tender up to 51,813,472 shares of our issued and outstanding shares of common stock, par value \$0.01 per share (each, a “Share,” and collectively, “Shares”), for purchase by us at a purchase price of \$11.58 per Share (the “Purchase Price”) to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements thereto, the “Offer to Purchase”), in the related letter of transmittal (together with any amendments or supplements thereto, the “Letter of Transmittal”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “Offer”).

Upon the terms and subject to the conditions of the Offer, we will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer. We will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn, or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn.

All Shares acquired, if any, in the Offer will be acquired at the Purchase Price. Only Shares properly tendered and not properly withdrawn will be purchased. However, because of proration provisions described in this Offer to Purchase, we may not purchase all of the Shares tendered if more than 51,813,472 Shares are properly tendered and not properly withdrawn. Shares not purchased in the Offer will be returned to the tendering stockholders promptly after the Expiration Date.

We reserve the right, in our sole discretion, to change the Purchase Price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. In accordance with the rules of the Securities and Exchange Commission (the “SEC”), if more than 51,813,472 Shares are tendered in the Offer at the Purchase Price, we may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer. See Section 1.

THE OFFER IS NOT CONDITIONED ON A MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS SUBJECT TO CERTAIN CONDITIONS AND MAY BE AMENDED OR TERMINATED BY THE COMPANY UNDER CERTAIN CIRCUMSTANCES. SEE SECTION 6.

Our controlling stockholder group, Playtika Holding UK II Limited, Alpha Frontier Limited, Shanghai Cibi Business Information Consultancy Co., Ltd., Shanghai Jukun Network Technology Co., Ltd., Giant Network Group Co., Ltd., Giant Investment Co., Ltd., Yuzhu Shi, Hazlet Global Limited, Equal Sino Limited and Jing Shi (collectively, the “Giant/Alpha Group”) has entered into that certain tender agreement, dated as of August 26, 2022 (the “Tender Agreement”) with the Company, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer,

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representing approximately 51.3% of the total Shares outstanding as of August 24, 2022, and not withdraw such Shares except as permitted under the terms of the Tender Agreement (including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer). See Section 2 for more information.

The Shares are listed and traded on The Nasdaq Global Select Market (“Nasdaq”) under the trading symbol “PLTK.” On August 26, 2022, one trading day prior to the commencement of the Offer, the last reported sale price of the Shares was \$10.92 per Share. **Stockholders are urged to obtain current market quotations for the Shares before deciding whether to tender their Shares. See Section 7.**

OUR BOARD OF DIRECTORS (OUR “BOARD”) (UPON THE RECOMMENDATION OF THE SPECIAL COMMITTEE OF THE BOARD) HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), D.F. KING & CO., INC., THE INFORMATION AGENT FOR THE OFFER (THE “INFORMATION AGENT”), AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, THE DEPOSITARY FOR THE OFFER (THE “DEPOSITARY”), OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NEITHER WE NOR ANY MEMBER OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION WITH RESPECT TO THE OFFER. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR SHARES AND, IF SO, HOW MANY SHARES TO TENDER. WE RECOMMEND THAT YOU CONSULT YOUR FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR MAKING THE OFFER, BEFORE TAKING ANY ACTION WITH RESPECT TO THE OFFER. SEE SECTION 2.

THE OFFER HAS NOT BEEN APPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION NOR HAS THE SEC OR ANY STATE SECURITIES COMMISSION PASSED UPON THE FAIRNESS OR MERITS OF THE OFFER OR UPON THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OFFER TO PURCHASE AND ANY RELATED DOCUMENTS, AND ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE.

If you have questions or need assistance, you should contact the Information Agent at its address and telephone number set forth on the back cover of this Offer to Purchase. If you require additional copies of this Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery or other related materials, you should contact the Information Agent.

Offer to Purchase dated August 29, 2022

IMPORTANT

If you want to tender all or part of your Shares, you must do one of the following before the Offer expires at one minute after 11:59 P.M., New York City time, on September 26, 2022 (unless the Offer is extended):

- if your Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and request that the nominee tender your Shares for you. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer;
- if you hold certificates or book-entry Shares registered in your own name, complete and sign a Letter of Transmittal according to its instructions, and deliver it, together with any required signature guarantees, any certificates for your Shares and any other documents required by the Letter of Transmittal, to American Stock Transfer & Trust Company, LLC, the Depository for the Offer, at the address appearing on the back cover page of this Offer to Purchase;
- if you are an institution participating in The Depository Trust Company, which we call the “**Book-Entry Transfer Facility**” in this Offer to Purchase, tender your Shares according to the procedures for book-entry transfer described in Section 3; or
- if you are a holder of vested options you may exercise your vested options and tender any of the Shares issued upon such exercise. You must exercise your options sufficiently in advance of the Expiration Date to receive your Shares in order to tender them in the Offer. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason. Please note that if you exercise vested options in order to participate in the Offer, please do not elect to exercise and “sell all” underlying Shares in the Shareworks portal. Instead, please elect to “sell to cover” upon exercise so that you receive the net number of Shares resulting from your exercise (the “net” number of Shares will be the number of Shares subject to the option that you elect to exercise, less any Shares sold to pay the exercise price and applicable tax withholding obligation arising as a result of the exercise). You would then be able to tender the “net” number of Shares resulting from the option exercise in the Offer.

If you wish to tender your Shares, but (a) the certificates for your Shares are not immediately available or cannot be delivered to the Depository by the Expiration Date, (b) you cannot comply with the procedures for book-entry transfer by the Expiration Date, or (c) your other required documents cannot be delivered to the Depository by the Expiration Date, you can still tender your Shares if you comply with the guaranteed delivery procedures described in Section 3.

We are not making the Offer to, and will not accept any tendered Shares from, stockholders in any jurisdiction where it would be illegal to do so. However, we may, at our discretion and subject to applicable law, take any actions necessary for us to make the Offer to stockholders in any such jurisdiction.

You may contact the Information Agent or your broker, dealer, commercial bank, trust company or other nominee for assistance. The contact information for the Information Agent is set forth on the back cover of this Offer to Purchase.

Our controlling stockholder group, the Giant/Alpha Group, has entered into the Tender Agreement with the Company, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer, representing approximately 51.3% of the total Shares outstanding as of August 24, 2022, and not withdraw such Shares except as permitted under the terms of the Tender Agreement (including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer). See Section 2 for more information.

OUR BOARD (UPON THE RECOMMENDATION OF THE SPECIAL COMMITTEE OF THE BOARD) HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS MADE ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL. YOU SHOULD NOT RELY ON ANY RECOMMENDATION, OR ANY SUCH REPRESENTATION OR INFORMATION, AS HAVING BEEN AUTHORIZED BY US, ANY MEMBER OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING.

THE STATEMENTS MADE IN THIS OFFER TO PURCHASE ARE MADE AS OF THE DATE ON THE COVER PAGE, AND THE STATEMENTS INCORPORATED BY REFERENCE ARE MADE AS OF THE DATE OF THE DOCUMENTS INCORPORATED BY REFERENCE. THE DELIVERY OF THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL SHALL NOT UNDER ANY CIRCUMSTANCES CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN OR INCORPORATED BY REFERENCE IS CORRECT AS OF A LATER DATE OR THAT THERE HAS NOT BEEN ANY CHANGE IN SUCH INFORMATION OR IN OUR AFFAIRS SINCE SUCH DATES.

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SUMMARY TERM SHEET

We are providing this summary term sheet for your convenience. The information contained in this Summary Term Sheet is a summary only and is not meant to be a substitute for the more detailed description and information contained in the remainder of this Offer to Purchase (together with any amendments or supplements thereto, the “**Offer to Purchase**”), the accompanying Letter of Transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”), and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “**Offer**”). **To understand the Offer fully and for a more complete description of the terms of the Offer, we urge you to read carefully this Offer to Purchase, the Letter of Transmittal and the other related materials that constitute part of the Offer in their entirety.** We have included references to the sections of this Offer to Purchase where you will find a more complete description of the topics in this summary.

Who is offering to purchase my Shares?

The issuer of the Shares, Playtika Holding Corp., a Delaware corporation (the “**Company**,” “**Playtika**,” “**we**,” “**us**” or “**our**”), is offering to purchase the Shares (as defined below). See Section 1.

What is Playtika offering to purchase?

We are offering to purchase up to 51,813,472 shares of our common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”), at a purchase price of \$11.58 per Share (the “**Purchase Price**”) to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions of the Offer. See Section 1.

What is the purpose of the Offer?

The Offer set forth in this Offer to Purchase provides our stockholders with the opportunity to tender all or a portion of their Shares and thereby receive a return of some or all of their investment in the Shares if they so elect at the Purchase Price, subject to the terms of the Offer. The Offer may also provide our stockholders with an efficient way to sell their Shares without incurring brokerage fees or commissions associated with open market sales. In addition, if we complete the Offer, stockholders who do not participate in the Offer, or who retain an equity interest as a result of a partial tender of Shares or proration, may increase their relative percentage ownership interest in the Company at no cost to them.

On January 24, 2022, our controlling stockholder group, the Giant/Alpha Group, publicly announced that it intended to explore options for a potential sale of approximately 15-25% of Playtika’s total outstanding Shares. On February 24, 2022, we announced that our Board of Directors (our “**Board**”) initiated a process to evaluate our strategic alternatives to maximize value for stockholders, for which the Giant/Alpha Group expressed support. We formed a Special Committee of the Board (the “**Special Committee**”), comprised of directors that were independent from management and the Giant/Alpha Group and disinterested, to oversee our review of strategic alternatives.

The Special Committee then conducted an extensive review of strategic alternatives as further described in the section entitled “Background of the Offer” in Section 2

Following such review, and as further described in the section entitled “Reasons for the Offer” in Section 2, based on the facts and circumstances described herein, the Special Committee and the Board believe, after reviewing, with management and their respective advisors, our operations, financial condition, capital needs, strategy, and expectations for the future, and in light of the information provided by the Giant/Alpha Group

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regarding the Giant/Alpha Group's debt obligations and requirements of their lenders, that the Offer is in the best interests of the Company's stockholders (including all the stockholders other than the Giant/Alpha Group), including to avoid a potentially negative impact on the Company and unaffiliated stockholders of the potential exercise of creditors' remedies by the Giant/Alpha Group's lenders or the Giant/Alpha Group having to liquidate a substantial portion of its position.

How many Shares will we purchase in the Offer?

Upon the terms and subject to the conditions of the Offer, we will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer. We will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn, or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn.

We expressly reserve the right to purchase additional Shares in the Offer, subject to applicable law. The Offer is subject to certain conditions and may be amended or terminated by the Company under certain circumstances. See Section 6. In accordance with the rules of the Securities and Exchange Commission (the "SEC"), if more than 51,813,472 Shares are tendered in the Offer at the Purchase Price, we may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer. See Section 1.

What will be the purchase price for the Shares and what will be the form of payment?

The Purchase Price will be equal to \$11.58 per Share, which would allow us to purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn, or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn. We will purchase all Shares at the Purchase Price, less any applicable withholding taxes and without interest.

If we purchase your Shares in the Offer, we will pay you the Purchase Price in cash, less any applicable withholding taxes and without interest, promptly after the Expiration Date. Under no circumstances will we pay interest on the Purchase Price, even if there is a delay in making payment. See the Introduction, Section 1 and Section 3.

Stockholders are urged to obtain current market quotations for the Shares before deciding whether and at what price or prices to tender their Shares. See Section 7.

How will we pay for the Shares?

Assuming that 51,813,472 Shares are tendered in the Offer, the aggregate purchase price will be \$600 million. We expect that our fees and expenses related to the Offer will be approximately \$7.5 million.

We intend to pay for the Shares and fees and expenses applicable to the Offer with cash on hand. In accordance with the rules of the SEC, if more than 51,813,472 Shares are tendered in the Offer at the Purchase Price, we may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer. See Section 1.

How long do I have to tender my Shares?

You may tender your Shares until the Offer expires. The Offer will expire one minute after 11:59 P.M., New York City time, on September 26, 2022, unless we extend or terminate the Offer (such date and time, as they may be extended, the "**Expiration Date**"). When used together with a specific time, the term Expiration Date refers to the date on which the Offer expires. See Section 1. We may choose to extend the Offer at any time and for any reason, subject to applicable laws. We cannot assure you, however, that we will extend the Offer or, if we extend it, for how long. See Section 1 and Section 13.

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In accordance with the terms of the Offer, the Depositary will remain open until one minute after 11:59 p.m. New York City time on the Expiration Date to receive documentation related to the participation in the Offer. However, beneficial owners holding their Shares through a broker, dealer, commercial bank, trust company or other nominee should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for you to instruct it to accept the Offer on your behalf. In addition, the Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time on the Expiration Date, and thus may not be able to facilitate participation through their systems after such time. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee that holds your Shares to find out its deadline. If beneficial owners wish to seek to participate in the Offer or withdraw after any such broker, dealer, commercial bank, trust company or other nominee deadline, but before one minute after 11:59 P.M. New York City time on the Expiration Date, such participation or withdrawal may only be possible if such stockholders are record holders of Shares or as otherwise described in Section 3 (with respect to participation) and Section 4 (with respect to withdrawal). If any beneficial holder desires to convert its holdings of Shares to a record holder position in our books and records, such holder is encouraged to contact their broker, dealer, commercial bank, trust company or other nominee and the Depositary (which also acts as our transfer agent) well in advance of the Expiration Date. See Section 3.

Can the Offer be extended, amended or terminated, and if so, under what circumstances?

Yes. We can extend or amend the Offer in our sole discretion at any time, subject to applicable laws. We may, however, decide not to extend the Expiration Date for the Offer. If we extend the Expiration Date for the Offer, we cannot indicate, at this time, the length of any extension that we may provide. In any event, if we extend the Expiration Date for the Offer, we will delay the acceptance of any Shares that have been tendered. See Section 13. We can also amend or terminate the Offer under certain circumstances and subject to applicable law. See Section 6.

How will I be notified if you extend the Offer or amend the terms of the Offer?

If we extend the Offer, we will issue a press release not later than 9:00 a.m., New York City time, on the first business day after the previously scheduled Expiration Date. If we extend the Offer, you may withdraw your Shares until the Expiration Date, as extended. We will announce any amendment to the Offer by making a public announcement of the amendment. In the event that the terms of the Offer are amended, we will file an amendment to the Schedule TO describing the amendment to the Offer. See Section 13.

Are there any conditions to the Offer?

Yes. Notwithstanding any other provision of the Offer, we will not be required to accept for payment, purchase or pay for any Shares tendered, and we may terminate or amend the Offer or may postpone the acceptance for payment of or the payment for Shares tendered, subject to Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the Shares tendered promptly after termination or withdrawal of the Offer, if, at any time on or after the commencement of the Offer and prior to the Expiration Date, any of the following events have occurred (or are determined by us to have occurred) that, in our reasonable judgment and regardless of the circumstances giving rise to the event or events (including any action or inaction by us), makes it inadvisable to proceed with the Offer or with acceptance for payment or payment for the Shares in the Offer:

- any change in the general political, market, economic or financial conditions in the United States or another jurisdiction in which the Company or its subsidiaries do business that we believe is reasonably likely to materially and adversely affect our business or the trading in the Shares, including, but not limited to, the following:
 - any general suspension of, or general limitation on prices for, or trading in, securities on any national securities exchange in the United States or in the over-the-counter market;

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- a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or another jurisdiction in which the Company or its subsidiaries do business or any limitation (whether or not mandatory) by any governmental agency or authority on, or any other event that, in our reasonable judgment, could reasonably be expected to adversely affect, the extension of credit by banks or other financial institutions in the United States or another jurisdiction in which the Company or its subsidiaries do business;
- the commencement or escalation of a war, armed hostilities, terrorism, or other national or international calamity or pandemic (including the COVID-19 pandemic) directly or indirectly involving the United States or another jurisdiction in which the Company or its subsidiaries do business; or
- in the case of any of the foregoing existing at the time of the commencement of the Offer, in our reasonable judgment, a material acceleration or worsening thereof;
- a decrease of more than 10% in the market price of our common stock measured from the close of trading on August 23, 2022, the last trading day before we announced our intention to commence the Offer, to the close of trading on any other trading day during the Offer, up to and including the close of trading on the Expiration Date, or a decrease of more than 10% in the general level of market prices for equity securities in the United States or the New York Stock Exchange Index, the Dow Jones Industrial Average, the Nasdaq Global Market Composite Index or Standard & Poor's Composite Index of 500 Industrial Companies, in each case, measured from the close of trading on August 23, 2022;
- we determine that the consummation of the Offer and the purchase of Shares would be reasonably likely to result in our common stock being delisted from Nasdaq or deregistered under the Exchange Act;
- any change, condition, event, development or effect shall have occurred or be threatened that, individually or in the aggregate with any other changes, conditions, events, developments or effects occurring on or after the date of the commencement of the Offer, in our reasonable judgment is or may reasonably be expected to (i) be materially adverse to the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us or any of our subsidiaries, taken as a whole, or the value of our Shares, (ii) otherwise be material to holders of our Shares in deciding whether to tender in the Offer or (iii) otherwise make it inadvisable for us to proceed with the Offer;
- any action, proceeding, application or counterclaim by or before any court or governmental, administrative or regulatory agency or authority, domestic or foreign, or any other person or tribunal, domestic or foreign, has been threatened in writing, instituted, or is pending which:
 - challenges or seeks to challenge, restrain, prohibit or delay the making of the Offer, the acquisition by us of the Shares in the Offer, or any other matter relating to the Offer, or seeks to obtain any material damages or otherwise relating to the transactions contemplated by the Offer or seeks, or which in the reasonable judgment of the Company is reasonably likely to result in, any material diminution in the benefits reasonably expected to be derived by the Company and its subsidiaries as a result of the transactions contemplated by the Offer;
 - seeks to make the purchase of, or payment for, some or all of the Shares pursuant to the Offer illegal or results in a delay in our ability to accept for payment or pay for some or all of the Shares; or
 - could reasonably be expected to materially adversely affect the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us and our subsidiaries, taken as a whole, or the value of the Shares;
- any action has been taken or threatened or any statute, rule, regulation, judgment, decree, injunction or order (preliminary, permanent or otherwise) has been proposed, sought, enacted, entered, promulgated,

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enforced or deemed to be applicable to the Offer or us or any of our subsidiaries by any court, government or governmental agency or other regulatory or administrative authority, domestic or foreign, which, in our reasonable judgment:

- indicates that any approval or other action of any such court, agency or authority may be required in connection with the Offer or the purchase of Shares under the Offer;
- could reasonably be expected to prohibit, restrict or delay consummation of the Offer; or
- otherwise could reasonably be expected to materially adversely affect the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us and our subsidiaries, taken as a whole, or the value of the Shares;
- any person, entity or group has filed a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or has made a public announcement reflecting an intent to acquire us or any of our subsidiaries or any of our or our subsidiaries' assets or securities;
- a tender or exchange offer for any or all of the outstanding Shares (other than the Offer), or any merger, acquisition, business combination or other similar transaction with or involving us or any of our subsidiaries, has been proposed, announced or made by any entity, "group" (as that term is used in Section 13(d) (3) of the Exchange Act) or person, or has been publicly disclosed, or we shall have entered into a definitive agreement or an agreement in principle with any person with respect to any merger, acquisition, business combination or other similar transaction;
- any approval, permit, authorization, favorable review or consent or waiver of or filing with any government or governmental agency or other regulatory or administrative authority, domestic or foreign, required to be obtained or made in connection with the Offer shall not have been obtained or made on terms and conditions satisfactory to us in our reasonable judgment;
- our acceptance for payment, purchase or payment for any Shares tendered in the Offer shall violate or conflict with, or otherwise be contrary to, any applicable law, statute, rule, regulation, decree or order, or the terms of any financing facility to which we are a party;
- a downgrade in ratings, a credit watch or a placement under review of the ratings of any of our debt securities shall have occurred after the date the Offer is commenced;
- legislation amending the Internal Revenue Code of 1986, as amended (the "Code") or the Israeli Income Tax Ordinance [New Version], 1961, as amended, becomes effective and would, in our reasonable judgment, change the tax consequences of the transaction contemplated by the Offer in any manner that would adversely affect us;
- the termination of the Joffre SPA (as defined below);
- the consummation of the Pre-Closing (as defined in the Joffre SPA);
- any material breach or termination of the Tender Agreement; or
- we will not receive prior to the Expiration Date the ruling we requested from the Israeli Tax Authority which, if obtained, would confirm certain aspects of the withholding of Israeli tax in the Offer.

See Section 6 for further information regarding the conditions to which the Offer is subject. If any of the conditions in Section 6 is not satisfied, we may:

- terminate the Offer and return all tendered Shares to the tendering stockholders;
- extend the Offer and, subject to withdrawal rights as set forth in Section 4, retain all of the Shares until the expiration of the Offer as so extended;
- waive the condition and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the Shares properly tendered and not properly withdrawn prior to the Expiration Date; or

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- delay acceptance for payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

The conditions referred to above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition, and may be waived by us, in whole or in part, at any time and from time to time in our reasonable discretion on or prior to the Expiration Date, subject to applicable laws. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each such right will be deemed an ongoing right that may be asserted at any time and from time to time. In certain circumstances, if we waive any of the conditions described above, we may be required to extend the Expiration Date. Any determination by us concerning the events described above will be final and binding on all parties.

The Offer is not subject to a financing condition nor is it conditioned on a minimum number of Shares being tendered.

For a more detailed discussion of these and other conditions to the Offer, please see Section 6.

How do I tender my Shares?

If you want to tender all or part of your Shares, you must do one of the following by the Expiration Date:

- if your Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and request that the nominee tender your Shares for you. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer;
- if you hold certificates or book-entry Shares registered in your own name, complete and sign a Letter of Transmittal according to its instructions, and deliver it, together with any required signature guarantees, the certificates for your Shares and any other documents required by the Letter of Transmittal, to American Stock Transfer & Trust Company, LLC, the depository for the Offer (the “**Depository**”), at the address appearing on the back cover page of this Offer to Purchase;
- if you are an institution participating in The Depository Trust Company, which we call the “**Book-Entry Transfer Facility**” in this Offer to Purchase, tender your Shares according to the procedure for book-entry transfer described in Section 3; or
- if you are a holder of vested options, you may exercise your vested options and tender any of the Shares issued upon such exercise. You must exercise your options sufficiently in advance of the Expiration Date to receive your Shares in order to tender them in the Offer. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason. Please note that if you exercise vested options in order to participate in the Offer, please do not elect to exercise and “sell all” underlying Shares in the Shareworks portal. Instead, please elect to “sell to cover” upon exercise so that you receive the net number of Shares resulting from your exercise (the “net” number of Shares will be the number of Shares subject to the option that you elect to exercise, less any Shares sold to pay the exercise price and applicable tax withholding obligation arising as a result of the exercise). You would then be able to tender the “net” number of Shares resulting from the option exercise in the Offer.

If you wish to tender your Shares, but (a) the certificates for your Shares are not immediately available or cannot be delivered to the Depository by the Expiration Date, (b) you cannot comply with the procedure for book-entry transfer by the Expiration Date, or (c) your other required documents cannot be delivered to the Depository by the Expiration Date, you can still tender your Shares if you comply with the guaranteed delivery procedures described in Section 3.

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We are not making the Offer to, and will not accept any tendered Shares from, stockholders in any jurisdiction where it would be illegal to do so. However, we may, at our discretion and subject to applicable law, take any actions necessary for us to make the Offer to stockholders in any such jurisdiction.

You may contact the Information Agent or your broker, dealer, commercial bank, trust company or other nominee for assistance. The contact information for the Information Agent is set forth on the back cover of this Offer to Purchase. See Section 3 and the Instructions to the Letter of Transmittal.

Once I have tendered Shares in the Offer, may I withdraw my tendered Shares?

Except as otherwise provided in Section 4, tenders of Shares pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date. If, following the Expiration Date, we have not accepted for payment the Shares you have tendered to us by one minute after 11:59 P.M., New York City time, on October 25, 2022, the 40th business day from the commencement of the Offer, you may also withdraw your Shares at any time thereafter.

How do I withdraw Shares I previously tendered?

If you are a registered holder of Shares, to properly withdraw your Shares, you must deliver on a timely basis a written notice of your withdrawal to the Depository at one of the addresses appearing on the back cover of this Offer to Purchase. Your notice of withdrawal must specify your name and the number of Shares to be withdrawn. Some additional requirements apply if the certificates for Shares to be withdrawn have been delivered to the Depository or if your Shares have been tendered under the procedure for book-entry transfer set forth in Section 3. If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide a written notice of withdrawal. See Section 4.

In accordance with the terms of the Offer, the Depository will remain open until one minute after 11:59 p.m. New York City time on the Expiration Date to receive documentation related to a withdrawal of Shares from the Offer. However, beneficial owners holding their Shares through a broker, dealer, commercial bank, trust company or other nominee should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for you to withdraw tendered Shares. In addition, the Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time on the Expiration Date, and thus may not be able to facilitate participation through their systems after such time. Accordingly, beneficial owners wishing to withdraw Shares should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to withdraw its Shares in advance of the expiration of the Offer. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee that holds your Shares to find out its deadline. If beneficial owners wish to withdraw after any such broker, dealer, commercial bank, trust company or other nominee deadline, but before one minute after 11:59 P.M. New York City time on the Expiration Date, such participation or withdrawal may only be possible if such stockholders are record holders of Shares or as otherwise described in Section 3 (with respect to participation) or Section 4 (with respect to withdrawal). In light of the foregoing, if any beneficial holder desires to convert its holdings of Shares to a record holder position in our books and records, such holder is encouraged to contact their broker, dealer, commercial bank, trust company or other nominee and the Depository (which also acts as our transfer agent) well in advance of the Expiration Date.

In what order will you purchase the tendered Shares?

If the terms and conditions of the Offer have been satisfied or waived and 51,813,472 Shares or less are properly tendered and not properly withdrawn prior to the Expiration Date, we will buy all Shares properly tendered and not properly withdrawn.

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Upon the terms and subject to the conditions of the Offer, if more than 51,813,472 Shares, or such greater number of Shares as we may elect to purchase, subject to applicable law, have been properly tendered and not properly withdrawn prior to the Expiration Date, we will purchase properly tendered and not properly withdrawn Shares on a pro rata basis with appropriate adjustments to avoid purchases of fractional Shares, as described below. Such proration will apply to all stockholders without priority, including “odd lot” holders (e.g., stockholders who own, beneficially or of record, less than 100 Shares and who properly tender all of those Shares). As a result, it is possible that, even if the Offer is completed, all of the Shares that a stockholder tenders in the Offer may not be purchased. If proration of tendered Shares is required, we will determine the proration factor promptly following the Expiration Date. Subject to adjustment to avoid the purchase of fractional Shares, proration for each beneficial owner tendering Shares will be based on the ratio of the number of Shares properly tendered and not properly withdrawn by the beneficial owner to the total number of Shares properly tendered and not properly withdrawn by all stockholders.

Stockholders can specify in the Letter of Transmittal the order in which they desire that Shares registered in their name and tendered by them be purchased, including in the event that some but not all of the tendered Shares are purchased pursuant to the Offer. In the event a stockholder does not designate the order and fewer than all Shares tendered are purchased, the order of Shares purchased from such stockholder will be selected by the Depository. We intend to publicly announce the number of tendered Shares with respect to the Shares tendered through 4:00 p.m. New York City time (or such other time as may be available at the time of the public announcement) on each of the three business days up to and including the Expiration Date at or around 7:00 p.m. New York City time through the issuance of a press release.

The preliminary results of any proration will be announced by press release promptly following the Expiration Date. However, because of the difficulty in determining the number of Shares properly tendered and not properly withdrawn, we expect that we will not be able to announce the final proration factor or commence payment for any Shares purchased pursuant to the Offer until approximately five business days after the Expiration Date. After the Expiration Date, stockholders may obtain preliminary proration information from the Information Agent and also may be able to obtain the information from their brokers.

As described in Section 12, the number of Shares that we will purchase from a stockholder under the Offer may affect the U.S. federal income and Israeli income tax consequences to that stockholder and, therefore, may be relevant to a stockholder’s decision whether or not to tender Shares. As described above, the Letter of Transmittal affords each stockholder who tenders Shares registered in such stockholder’s name directly to the Depository the opportunity to designate the order of priority in which Shares tendered are to be purchased, including in the event of proration.

This Offer to Purchase and the Letter of Transmittal will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks and trust companies whose names, or the names of whose nominees, appear on our stockholder list with respect to the Shares or, if applicable, who are listed as participants in a clearing agency’s security position listing for subsequent transmittal to beneficial owners of Shares.

Therefore, because of the proration provisions described above, we may not purchase all of the Shares that you tender. See Section 1.

Has the Company or its Board adopted a position on the Offer?

Our Board, upon the recommendation of the Special Committee of the Board, has authorized us to make the Offer. Please refer to the section entitled “Reasons for the Offer” in Section 2 for additional details regarding the Special Committee’s determination that the Offer is in the best interests of the Company and its stockholders. However, none of the Company, the members of our Board (or any committee thereof), the Information Agent, the Depository or any of our other representatives or advisors or any representatives or advisors of any of the foregoing makes any recommendation to you as to whether you should tender or refrain from tendering your

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Shares. We cannot predict how our Shares will trade after the Expiration Date, and it is possible that our Share price will trade above the Purchase Price after the Expiration Date. You must make your own decision as to whether to tender your Shares and, if so, how many Shares to tender. We recommend that you read carefully the information in this Offer to Purchase, the Letter of Transmittal and the other related materials that constitute part of the Offer, including our reasons for making the Offer, before taking any action with respect to the Offer. See Section 2. In addition, you should discuss whether to tender your Shares with your broker or other financial or tax advisors.

Do any of the Company's large stockholders intend to tender their Shares in the Offer?

Our controlling stockholder group, the Giant/Alpha Group, has entered into the Tender Agreement with the Company, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer, representing approximately 51.3% of the total Shares outstanding as of August 24, 2022, and not withdraw such Shares except as permitted under the terms of the Tender Agreement (including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer). See Section 2 for more information.

Do the directors and executive officers of the Company intend to tender any of their Shares in the Offer?

Our directors and executive officers are entitled to but do not intend to participate in the Offer.

If I decide not to tender, how will the Offer affect my Shares?

Stockholders who decide not to tender will own a greater percentage interest in the outstanding Shares following the consummation of the Offer. See Section 2.

Following the Offer, will you continue as a public company?

Yes. The Shares will continue to be listed on Nasdaq, and we will continue to be subject to the periodic reporting requirements of the Exchange Act. See Section 2.

When and how will you pay me for the Shares I tender?

We intend to publicly announce the number of tendered Shares with respect to the Shares tendered through 4:00 p.m. New York City time (or such other time as may be available at the time of the public announcement) on each of the three business days up to and including the Expiration Date at or around 7:00 p.m. New York City time through the issuance of a press release. We will pay the Purchase Price to the seller, in cash, less applicable withholding taxes and without interest, for the Shares we purchase promptly after the Expiration Date. We will announce the preliminary results of the Offer, including price and preliminary information about any expected proration, on the next business day following the Expiration Date. We do not expect, however, to announce the final results of any proration or the Purchase Price and to begin paying for tendered Shares until after the Expiration Date. We will pay for the Shares accepted for purchase by depositing the aggregate purchase price with the Depository promptly after the Expiration Date. The Depository will act as your agent and will transmit to you the payment for all of your Shares accepted for payment. See Section 1, Section 5 and Section 12.

If I am a holder of vested stock options, how do I participate in the Offer?

If you are a holder of vested options, you may exercise your vested options and tender any Shares issued upon such exercise. You must exercise your options sufficiently in advance of the Expiration Date to receive your Shares in order to tender. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason. Please note that if you exercise vested options in order to participate in the Offer, please do not elect to exercise and "sell all"

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underlying Shares in the Shareworks portal. Instead, please elect to “sell to cover” upon exercise so that you receive the net number of Shares resulting from your exercise (the “net” number of Shares will be the number of Shares subject to the option that you elect to exercise, less any Shares sold to pay the exercise price and applicable tax withholding obligation arising as a result of the exercise). You would then be able to tender the “net” number of Shares resulting from the option exercise in the Offer. See Section 3.

If I am a holder of unvested stock options, restricted stock units and/or performance stock units, can I participate in the Offer?

If you are a holder of unvested stock options, restricted stock units and/or performance stock units, in each case, that do not vest prior to the Expiration Date, you are not eligible to participate in the Offer, as those awards do not represent Shares that you can tender unless and until they are exercised or settled, as applicable.

What is the last reported sale price of my Shares?

The Shares are listed and traded on Nasdaq under the symbol “PLTK.” On August 26, 2022, one trading day before the commencement of the Offer, the last reported sale price of the Shares on Nasdaq was \$10.92 per Share. You are urged to obtain current market quotations for the Shares before deciding whether and at what purchase price to tender your Shares. See Section 7.

Will I have to pay brokerage commissions if I tender my Shares?

If you are a registered stockholder and you tender your Shares directly to the Depositary, you will not incur any brokerage commissions. If you hold Shares through a broker, dealer, commercial bank, trust company or other nominee, we urge you to consult your broker, dealer, commercial bank, trust company or other nominee to determine whether any transaction costs are applicable. See the Introduction and Section 3.

Will I have to pay share transfer tax if I tender my Shares?

If you instruct the Depositary in the Letter of Transmittal to make the payment for tendered Shares to the registered holder of such Shares, you will not incur any share transfer tax. If you give special instructions to the Depositary in connection with your tender of Shares, or if tendered certificates for Shares are registered in the name of someone other than the person signing the Letter of Transmittal, then share transfer taxes may apply. See Section 5.

What are the U.S. federal income tax consequences if I tender my Shares?

Generally, if you are a U.S. Holder (as defined in Section 12), your receipt of cash from us in exchange for the Shares you tender will be a taxable transaction for U.S. federal income tax purposes. The cash you receive for your tendered Shares will generally be treated for U.S. federal income tax purposes either as consideration received in respect of a sale or exchange of the Shares purchased by us or as a distribution from us in respect of Shares. See Section 12 for a more detailed discussion of the tax treatment of the Offer. We urge you to consult your tax advisors as to the particular tax consequences to you of the Offer.

If you are a Non-U.S. Holder (as defined in Section 12), because it is unclear whether the cash you receive in connection with the Offer will be treated (i) as proceeds of a sale or exchange or (ii) as a distribution, the Company intends to treat such payment as a dividend distribution for withholding purposes. Accordingly, if you are a Non-U.S. Holder, you will be subject to withholding on payments to you at a rate of 30% of the gross proceeds paid, unless you establish an entitlement to a reduced or zero rate of withholding by timely completing, under penalties of perjury, the applicable IRS Form W-8. See Section 12 for a more detailed discussion of the tax treatment of the Offer. Non-U.S. Holders are urged to consult their tax advisors regarding the application of U.S. federal income tax withholding and backup withholding, including eligibility for a withholding tax reduction or exemption and the refund procedure.

What are the Israeli income tax consequences if I tender my Shares?

Payments to tendering stockholders will generally be subject to Israeli withholding tax at the fixed rate of 25% (for individual stockholders) or 23% (for all other stockholders) of the gross proceeds payable to them pursuant to the offer, unless the stockholder is entitled to an exemption or a different withholding rate. We have requested a ruling from the Israeli Tax Authority that would confirm that Israeli tax will not need to be withheld from a tendering stockholder who certifies on the “Declaration of Status for Israeli Income Tax Purposes” included as part of the Letter of Transmittal that the stockholder (1) holds less than 5% of the outstanding Shares of Playtika; (2) is not a resident of Israel for tax purposes; and (3) acquired its Shares on or after Playtika’s initial public offering on Nasdaq in January 2021. We cannot assure you that our request will be accepted.

Whom should I contact with questions about the Offer?

The Information Agent can help answer your questions. The Information Agent is D.F. King & Co., Inc. Their contact information is set forth below.

The Information Agent for the Offer is:

D.F. KING & CO., INC.

48 Wall Street, 22nd Floor

New York, NY 10005

Banks and Brokers Call: (212) 269-5550

All Others Call Toll Free: (877) 871-1741

Email: playtika@dfking.com

FORWARD-LOOKING STATEMENTS

This Offer to Purchase and other documents we file with the SEC contain forward-looking statements that are based on current expectations, estimates, forecasts and projections and our management's belief and assumptions about us, our future performance and our business. In addition, we, or others on our behalf, may make forward-looking statements in press releases or written statements, or in our communications and discussions with investors and analysts in the normal course of business through meetings, webcasts, phone calls and conference calls. Such words as "believe," "anticipate," "intend," "plan," "estimate," "expect," "may," "will," "should," "would," "could," "seek" and similar expressions are forward-looking statements based on management's current expectations. Examples of forward-looking statements in this Offer to Purchase include those regarding the financial position or future liquidity needs of the Giant/Alpha Group, future actions taken by the Giant/Alpha Group or its lenders, our projected financial performance, including anticipated financial results, our future cash requirements, cash balances, cash flows from operations, issued and outstanding Shares, capital expenditures and earnings per share following the Offer. These statements are not guarantees and involve certain risks, uncertainties and assumptions that are difficult to predict.

Important factors that could cause actual results to differ materially from estimates or projections contained in the forward-looking statements include without limitation:

- our ability to commence and complete the Offer, including our ability to satisfy the conditions to the Offer and the number of Shares we are able to purchase pursuant to the Offer;
- our ability to achieve the benefits contemplated by the Offer;
- any adverse impact that the Offer may have on us and the trading market for our common stock;
- our reliance on third-party platforms, such as the iOS App Store, Facebook, and Google Play Store, to distribute our games and collect revenues, and the risk that such platforms may adversely change their policies;
- our reliance on a limited number of games to generate the majority of our revenue;
- our reliance on a small percentage of total users to generate a majority of our revenue;
- our free-to-play business model, and the value of virtual items sold in our games, is highly dependent on how we manage the game revenues and pricing models;
- our inability to complete acquisitions and integrate any acquired businesses successfully could limit our growth or disrupt our plans and operations;
- we may be unable to successfully develop new games;
- our ability to compete in a highly competitive industry with low barriers to entry;
- we have significant indebtedness and are subject to the obligations and restrictive covenants under our debt instruments;
- the impact of the COVID-19 pandemic on our business and the economy as a whole;
- the impact of an economic recession or periods of increased inflation, and any reductions to household spending on the types of discretionary entertainment that we offer
- our controlled company status;
- changes in the financial situation or liquidity requirements of, or regulatory rules or requirements applicable to, the Giant/Alpha Group;
- the number of Shares that the Giant/Alpha Group will tender;
- the consummation of the Joffre SPA (as defined below);
- the impact of Giant/Alpha Group's indebtedness or the terms of its negotiations with its lenders;

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- legal or regulatory restrictions or proceedings could adversely impact our business and limit the growth of our operations;
- risks related to our international operations and ownership, including our significant operations in Israel, Ukraine and Belarus and the fact that our controlling stockholder group includes a Chinese-owned company;
- our reliance on key personnel;
- security breaches or other disruptions could compromise our information or our players' information and expose us to liability; and
- our inability to protect our intellectual property and proprietary information could adversely impact our business.

Additional factors that may cause future events and actual results, financial or otherwise, to differ, potentially materially, from those discussed in or implied by the forward-looking statements include the risks and uncertainties discussed in our filings with the Securities and Exchange Commission, including in the "Risk Factors" section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2021 and our Quarterly Reports on Form 10-Q for the quarters ended March 31 and June 30, 2022. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur, and reported results should not be considered as an indication of future performance. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Except as required by law, we undertake no obligation to update any forward-looking statements for any reason to conform these statements to actual results or to changes in our expectations.

INTRODUCTION

To the holders of our shares of common stock:

We invite our stockholders to tender up to 51,813,472 shares of our common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”), for purchase by us at a purchase price of \$11.58 (the “**Purchase Price**”) per Share to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions described in this Offer to Purchase (together with any amendments or supplements thereto, the “**Offer to Purchase**”), in the related Letter of Transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and Letter of Transmittal, the “**Offer**”).

Upon the terms and subject to the conditions of the Offer, we will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer. We will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn, or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn.

We may not purchase all of the Shares tendered because of proration provisions described in this Offer to Purchase.

Shares not purchased in the Offer, including Shares not purchased because of proration, will be returned to the tendering stockholders promptly after the Expiration Date. See Section 1.

We expressly reserve the right, in our sole discretion, to change the Purchase Price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. See Section 1.

If you are a holder of vested options, you may exercise your vested options and tender any of the Shares issued upon exercise. You must exercise your options sufficiently in advance of the Expiration Date to receive your Shares in order to tender. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason. Please note that if you exercise vested options in order to participate in the Offer, please do not elect to exercise and “sell all” underlying Shares in the Shareworks portal. Instead, please elect to “sell to cover” upon exercise so that you receive the net number of Shares resulting from your exercise (the “net” number of Shares will be the number of Shares subject to the option that you elect to exercise, less any Shares sold to pay the exercise price and applicable tax withholding obligation arising as a result of the exercise). You would then be able to tender the “net” number of Shares resulting from the option exercise in the Offer.

Our controlling stockholder group, the Giant/Alpha Group, has entered into the Tender Agreement with the Company, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer, representing approximately 51.3% of the total Shares outstanding as of August 24, 2022, and not withdraw such Shares except as permitted under the terms of the Tender Agreement (including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer). See Section 2 for more information.

THE OFFER IS NOT CONDITIONED ON A MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS SUBJECT TO CERTAIN CONDITIONS AND MAY BE AMENDED OR TERMINATED BY THE COMPANY UNDER CERTAIN CIRCUMSTANCES. SEE SECTION 6.

OUR BOARD (UPON THE RECOMMENDATION OF THE SPECIAL COMMITTEE OF THE BOARD) HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), D.F. KING & CO., INC.,

THE INFORMATION AGENT FOR THE OFFER (THE “INFORMATION AGENT”), AMERICAN STOCK TRANSFER & TRUST COMPANY, LLC, THE DEPOSITARY FOR THE OFFER (THE “DEPOSITARY”), OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NEITHER WE NOR ANY MEMBER OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION WITH RESPECT TO THE OFFER. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR SHARES AND, IF SO, HOW MANY SHARES TO TENDER. WE RECOMMEND THAT YOU CONSULT YOUR FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR MAKING THE OFFER, BEFORE TAKING ANY ACTION WITH RESPECT TO THE OFFER. SEE SECTION 2.

We will pay reasonable out-of-pocket fees and expenses incurred in connection with the Offer by the Information Agent and the Depositary. See Section 14.

As of August 24, 2022, we had 412,642,934 issued and outstanding Shares. The 51,813,472 Shares that we are offering to purchase hereunder represent approximately 12.6% of the total number of our issued and outstanding Shares as of August 24, 2022. If the Offer is fully subscribed, we would have approximately 360,829,462 Shares outstanding immediately following the purchase of Shares tendered in the Offer. The actual number of Shares outstanding immediately following completion of the Offer will depend on the number of Shares tendered and purchased in the Offer. As of August 7, 2022, an aggregate of 5,937,805 Shares remained available for future awards under our 2020 Plan, approximately 16,278,537 Shares were subject to currently outstanding options, approximately 14,413,074 Shares were subject to awards of unvested restricted stock units, and approximately 3,478,378 Shares were subject to awards of unvested performance stock units (at “target” levels). See Section 10. The Shares are listed and traded on Nasdaq under the symbol “PLTK.”

On August 26, 2022, one trading day prior to the commencement of the Offer, the last reported sale price of the Shares was \$10.92 per Share. Stockholders are urged to obtain current market quotations for the Shares before deciding whether and at what purchase price to tender their Shares. See Section 7 and Section 10.

The addresses and phone numbers for our principal executive offices are: HaChoshlim St 8, Herzliya Pituach, Israel (telephone number: 972-73-316-3251).

THE OFFER

1. Number of Shares; Price; Proration

Upon the terms and subject to the conditions of the Offer, if 51,813,472 Shares or less are properly tendered and not properly withdrawn prior to the Expiration Date, we will purchase all Shares properly tendered and not properly withdrawn.

The term “**Expiration Date**” means one minute after 11:59 P.M., New York City time, on September 26, 2022, unless and until we, in our sole discretion, shall have extended the period of time during which the Offer will remain open, in which event the term “Expiration Date” shall refer to the latest time and date at which the Offer, as so extended by us, shall expire or unless we terminate the Offer. When used together with a specific time, the term Expiration Date refers to the date on which the Offer expires. See Section 13 for a description of our right to extend, delay, terminate or amend the Offer.

We will pay the Purchase Price for all Shares purchased in the Offer, less any applicable withholding taxes and without interest, promptly after the Expiration Date.

Throughout the Offer, certain information relating to the trading price of our Shares shall be available via the Information Agent at the address and telephone number set forth on the back cover page of this Offer to Purchase. If we change the Purchase Price, we will announce the revised Purchase Price by press release as promptly as practicable after it has been determined. Such press release will also be filed as an amendment to our Issuer Tender Offer Statement on Schedule TO (the “**Schedule TO**”) that we have filed with the Securities and Exchange Commission (the “**SEC**”) relating to the Offer. We do not expect, however, to announce the final results of any proration and to begin paying for tendered Shares until after the Expiration Date.

We will only purchase Shares properly tendered and not properly withdrawn. However, because of proration provisions described in this Offer to Purchase, we may not purchase all of the Shares tendered if more than 51,813,472 Shares are properly tendered and not properly withdrawn. We will return all Shares tendered and not purchased pursuant to the Offer, including Shares not purchased because of proration, to the tendering stockholders at our expense promptly following the Expiration Date.

We expressly reserve the right, in our sole discretion, to change the per Share purchase price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. In accordance with the rules of the SEC, if more than 51,813,472 Shares are tendered in the Offer, we may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer. However, if we purchase an additional number of Shares in excess of 2% of the outstanding Shares, we will amend and extend the Offer to the extent required by applicable law. See Section 13.

In the event of an over-subscription of the Offer as described below, Shares tendered prior to the Expiration Date will be subject to proration. The proration period and withdrawal rights also expire on the Expiration Date.

THE OFFER IS NOT CONDITIONED ON A MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS SUBJECT TO CERTAIN CONDITIONS AND MAY BE AMENDED OR TERMINATED BY THE COMPANY UNDER CERTAIN CIRCUMSTANCES. SEE SECTION 6.

Priority of Purchases; Proration

If the terms and conditions of the Offer have been satisfied or waived and 51,813,472 Shares or less are properly tendered and not properly withdrawn prior to the Expiration Date, we will buy all Shares properly tendered and not properly withdrawn.

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Upon the terms and subject to the conditions of the Offer, if more than 51,813,472 Shares, or such greater number of Shares as we may elect to purchase, subject to applicable law, have been properly tendered and not properly withdrawn prior to the Expiration Date, we will purchase properly tendered and not properly withdrawn Shares on a pro rata basis with appropriate adjustments to avoid purchases of fractional Shares, as described below. Such proration will apply to all stockholders without priority, including “odd lot” holders (e.g., stockholders who own, beneficially or of record, less than 100 Shares and who properly tender all of those Shares). As a result, it is possible that, even if the Offer is completed, all of the Shares that a stockholder tenders in the Offer may not be purchased. If proration of tendered Shares is required, we will determine the proration factor promptly following the Expiration Date. Subject to adjustment to avoid the purchase of fractional Shares, proration for each beneficial owner tendering Shares will be based on the ratio of the number of Shares properly tendered and not properly withdrawn by the beneficial owner to the total number of Shares properly tendered and not properly withdrawn by all stockholders.

Stockholders can specify in the Letter of Transmittal the order in which they desire that Shares registered in their name and tendered by them be purchased, including in the event that some but not all of the tendered Shares are purchased pursuant to the Offer. In the event a stockholder does not designate the order and fewer than all Shares tendered are purchased, the order of Shares purchased from such stockholder will be selected by the Depository. We intend to publicly announce the number of tendered Shares with respect to the Shares tendered through 4:00 p.m. New York City time (or such other time as may be available at the time of the public announcement) on each of the three business days up to and including the Expiration Date at or around 7:00 p.m. New York City time through the issuance of a press release.

The preliminary results of any proration will be announced by press release promptly following the Expiration Date. However, because of the difficulty in determining the number of Shares properly tendered and not properly withdrawn, we expect that we will not be able to announce the final proration factor or commence payment for any Shares purchased pursuant to the Offer until approximately five business days after the Expiration Date. After the Expiration Date, stockholders may obtain preliminary proration information from the Information Agent and also may be able to obtain the information from their brokers.

As described in Section 12, the number of Shares that we will purchase from a stockholder under the Offer may affect the U.S. federal income and Israeli income tax consequences to that stockholder and, therefore, may be relevant to a stockholder’s decision whether or not to tender Shares. As described above, the Letter of Transmittal affords each stockholder who tenders Shares registered in such stockholder’s name directly to the Depository the opportunity to designate the order of priority in which Shares tendered are to be purchased, including in the event of proration.

This Offer to Purchase and the Letter of Transmittal will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks and trust companies whose names, or the names of whose nominees, appear on our stockholder list with respect to the Shares or, if applicable, who are listed as participants in a clearing agency’s security position listing for subsequent transmittal to beneficial owners of Shares.

As a result of the foregoing priorities applicable to the purchase of Shares tendered, it is possible that fewer than all Shares tendered by a stockholder will be purchased or that, if a tender is conditioned upon the purchase of a specified number of Shares, none of those Shares will be purchased.

As we noted above, we may elect to purchase more than 51,813,472 Shares in the Offer, subject to applicable law. If we do so, the preceding provisions will apply to the greater number of Shares.

2. Purpose of the Offer; Background of the Offer; Reasons for the Offer; Certain Effects of the Offer; Plans and Proposals

Purpose of the Offer

The Offer set forth in this Offer to Purchase provides our stockholders with the opportunity to tender all or a portion of their Shares and thereby receive a return of some or all of their investment in the Shares if they so elect

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at the Purchase Price, subject to the terms of the Offer. The Offer may also provide our stockholders with an efficient way to sell their Shares without incurring brokerage fees or commissions associated with open market sales. In addition, if we complete the Offer, stockholders who do not participate in the Offer, or who retain an equity interest as a result of a partial tender of Shares or proration, may increase their relative percentage ownership interest in the Company at no cost to them.

On January 24, 2022, our controlling stockholder group, the Giant/Alpha Group, publicly announced that it intended to explore options for a potential sale of approximately 15-25% of Playtika's total outstanding Shares. On February 24, 2022, we announced that our Board initiated a process to evaluate our strategic alternatives to maximize value for stockholders, for which the Giant/Alpha Group expressed support. We formed a Special Committee of the Board, comprised of directors that were independent from management and the Giant/Alpha Group and disinterested, to oversee our review of strategic alternatives.

The Special Committee then conducted an extensive review of strategic alternatives as further described in the section entitled "Background of the Offer" in Section 2

Following such review, and as further described in the section entitled "Reasons for the Offer" in Section 2, based on the facts and circumstances described herein, the Special Committee and the Board of Directors believe, after reviewing, with management and their respective advisors, our operations, financial condition, capital needs, strategy, and expectations for the future, and in light of the information provided by the Giant/Alpha Group regarding the Giant/Alpha Group's debt obligations and requirements of their lenders, that the Offer is in the best interests of the Company's stockholders (including all the stockholders other than the Giant/Alpha Group), including to avoid a potentially negative impact on the Company and unaffiliated stockholders of the potential exercise of creditors' remedies by the Giant/Alpha Group's lenders or the Giant/Alpha Group having to liquidate a substantial portion of its position.

Background of the Offer

In the fall of 2021, the Company's controlling stockholder, the Giant/Alpha Group, indicated to the Company that it was interested in selling a portion of its Shares. The Company agreed, at the direction of the Company's Board, to cooperate with the Giant/Alpha Group to seek to launch a secondary offering to sell a portion of the Shares held by the Giant/Alpha Group in the fourth quarter of 2021. The Company prepared and confidentially submitted with the Securities and Exchange Commission a registration statement; however, following the Company's 2021 third quarter earnings release, the Giant/Alpha Group ultimately declined to proceed with the offering, based on market conditions. Following that process, in late 2021, the Giant/Alpha Group indicated to the Company that it was interested in potentially exploring its options to sell a significant portion of its Shares to address its liquidity needs arising from debt maturities involving certain members of the Giant/Alpha Group.

On January 24, 2022, following further discussions between the Company and the Giant/Alpha Group regarding the Giant/Alpha Group's potential interest in selling Shares, the Giant/Alpha Group and the Company jointly announced the Giant/Alpha Group's intent to explore options to sell approximately 15-25% of the Company's total outstanding Shares. Following this announcement, the Company, at the instruction of the Board, communicated to the Giant/Alpha Group that, based on the market conditions, the current market price of the Company's Shares, in-bound interest regarding a potential purchase of the Company received by Raine Securities LLC ("Raine"), who at the time was engaged as the Company's financial advisor, and the interest in seeking strategic alternatives in which all of the Company's stockholders could participate and benefit, the Company intended to publicly announce its intention to review its strategic alternatives to seek to maximize value for all stockholders, for which the Giant/Alpha Group expressed support. On February 24, 2022, the Company publicly announced that the Board initiated a process to evaluate strategic alternatives to maximize value for stockholders, including evaluating a potential sale of the entire Company or other possible transactions. After such Board

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approval, the Company also instructed Raine to initiate an outreach process to explore third-party interest in a potential strategic transaction. On February 25, 2022, the Giant/Alpha Group publicly disclosed its support of the Company initiating such a process. In light of the Giant/Alpha Group's ongoing liquidity needs and the Company's announcement of its independent review of its strategic alternatives, and the potential conflicts that could arise in connection therewith, on March 4, 2022, the Board formed the Special Committee, comprised of independent and disinterested directors, pursuant to a charter granting the Special Committee authority to consider, investigate, evaluate, analyze, negotiate, reject and make recommendations to the Board to approve or reject, any definitive agreements, arrangements, waivers or consents entered into or given by the Company in connection with potential strategic alternatives available to the Company, including a potential strategic transaction that could result in a change of control of the Company. The Special Committee's charter also granted it authority to determine not to pursue any transaction. After interviewing several law firms and financial advisors, the Special Committee retained Sidley Austin LLP ("Sidley") and Richards, Layton & Finger PA ("RLF") as its legal counsel, and Raine and Houlihan Lokey, Inc. ("Houlihan") as its financial advisors.

Following its formation, and after receiving advice from its legal counsel, the members of the Special Committee confirmed that they were independent and disinterested with respect to the strategic alternatives review process. The Special Committee met over 40 times between its formation and the date of this Offer to Purchase in connection with the strategic alternatives review process. Beginning in March 2022 and with the assistance of and guidance from its financial advisors, the Special Committee authorized the continuation of the outreach process that had been initiated by the Company. Representatives of Raine ultimately contacted approximately 50 potential counterparties, the Company signed non-disclosure and standstill agreements with 14 potential counterparties (to whom the Company provided access to due diligence materials) and representatives of Raine, on behalf of and at the direction of the Special Committee, engaged in discussions and negotiations with a number of those potential counterparties regarding a range of potential strategic transactions described more fully below.

In early March 2022, shortly following the formation of the Special Committee, four preliminary written non-binding proposals from third-party bidders were submitted, three for 100% of the outstanding Shares of the Company and one for 49.9% of the outstanding Shares, with preliminary indications of price ranging between \$23.00 and \$27.00 per Share. After providing further due diligence, and coincident with broader adverse changes to the economic environment, including decreasing consumer spending, rising interest rates and increasing inflation, and the continued escalation of the Russia-Ukraine conflict, as well as the impacts of those changes on the Company, following several months of engagement and negotiation, each of the parties that initially delivered preliminary proposals either lowered its price or otherwise modified its proposal in a manner that was less favorable to stockholders than its original proposal. Throughout this period, the Giant/Alpha Group was also running a parallel process in connection with its review of alternatives.

On May 6, 2022, the Giant/Alpha Group informed the Company that it would likely need to sell a portion of its Shares into the public market to meet the Giant/Alpha Group's near-term liquidity needs, unless the Company proposed to the Giant/Alpha Group a strategic alternative that would otherwise meet such needs on terms acceptable to the Giant/Alpha Group. Based on this information, the Special Committee considered with its advisors the potential impacts of such a sale by the Giant/Alpha Group on the Company's strategic review process and the Company generally (including the Company's trading volume), as well as the risks related to a potential forced sale of Shares held by the Giant/Alpha Group, or exercise of creditors' rights against the Giant/Alpha Group if the Giant/Alpha Group were unable to resolve its liquidity issues. Following these discussions, the Special Committee instructed management and its advisors to seek to solicit final proposals from potential third parties in advance of the potential near-term liquidity needs of the Giant/Alpha Group as communicated to the Special Committee.

Beginning in April 2022 and throughout several months as set forth below, the Special Committee, through its financial advisors, continued to solicit non-binding proposals in connection with various potential strategic alternatives. During the course of this outreach, representatives of Raine, on behalf of and at the direction of the

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Special Committee, engaged in negotiations with a number of potential counterparties regarding a variety of potential transactions. During this process, the Company received various second round indications of interest and non-binding proposals, including the following:

- In April 2022, the Company received a written non-binding proposal from one of the third-party financial bidders that had provided a preliminary proposal in March 2022 to purchase 100% of the outstanding Shares of the Company (“Party A”), pursuant to which the Company would issue \$1.75-\$2.5 billion in convertible redeemable preferred stock, with the proceeds to be used, in combination with new indebtedness and Company cash, to repurchase Shares from the public at a premium to then-current market prices. In May 2022, Party A submitted a revised proposal for the Company to issue \$1.5 billion in convertible redeemable preferred stock (with an increasing annual dividend). Thereafter, in early June 2022, Party A submitted a revised non-binding proposal, pursuant to which the Company would repurchase 75 million Shares from the public at a purchase price at \$8.00, and Party A would purchase approximately 150 million Shares from the Giant/Alpha Group at the same price.
- In May 2022, the Company received a written non-binding proposal from a third-party financial bidder (“Party B”), pursuant to which the Company would issue \$1.5 billion in non-convertible redeemable preferred stock (with an increasing annual dividend) to Party B, with the proceeds to be used to repurchase Shares from the public at an undisclosed price, and would issue warrants to purchase 5.0% of the total outstanding Shares (prior to the repurchase) to Party B with an exercise price per Share of \$13.95.
- In early June 2022, the Company received a written non-binding proposal from a group of third-party financial sponsors (“Group Y”) pursuant to which the Company would issue \$1.5 billion in convertible redeemable preferred stock (with an annual dividend) to Group Y, with the proceeds to be used to repurchase Shares from the public at a 10% premium, and Group Y would acquire from the Giant/Alpha Group, in exchange for \$1.0 billion in cash, 83.3 million Shares held by the Giant/Alpha Group, and an option to acquire the Giant/Alpha Group’s remaining Shares at an exercise price per Share of \$16.00.
- In June 2022, the Company received an oral non-binding proposal from a third-party financial bidder to purchase an unspecified minority interest in the Company for \$10.00 per Share.

During such period, the Special Committee and its representatives engaged in regular communication with representatives of the Giant/Alpha Group regarding the material developments related to the Company’s strategic review process, including the non-binding proposals received and the negotiations and developments related thereto. During the same period, representatives of the Giant/Alpha Group and the Special Committee engaged in further negotiations with bidders. Ultimately, the Giant/Alpha Group communicated to the Special Committee that, upon review of the economic terms proposed by each of the various bidders (including revised terms following decreases in the Company’s stock price and an assessment regarding the extent to which bidders would likely modify their terms in a favorable way to stockholders), the Giant/Alpha Group was not supportive of any of the non-binding proposals received by the Company at the time they were being considered based on their terms, and, as a result, the Special Committee did not make specific counter-offers or seek to further engage in negotiations of specific transaction terms with such bidders.

In May 2022, financial advisors to the Giant/Alpha Group indicated to the Special Committee that, as a result of certain near-term debt maturities payable by certain members of the Giant/Alpha Group, the Giant/Alpha Group needed to generate near-term liquidity of approximately \$300-350 million in June 2022, which the Giant/Alpha Group intended to achieve through open market sales of Shares owned by the Giant/Alpha Group absent another transaction involving the Company. To meet this near-term liquidity requirement, the Giant/Alpha Group requested that the Special Committee evaluate potential options to return capital to stockholders as part of its review of the Company’s strategic alternatives, preferably through a dividend. Representatives of the Giant/Alpha Group also informed the Special Committee that equity interests of a member of the Giant/Alpha Group

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that indirectly beneficially owns approximately 212 million Shares are encumbered, and that the Giant/Alpha Group did not yet have any viable option to satisfy its stated near-term liquidity requirement other than through a transaction involving the Company (or sales of Shares in the open market). The Special Committee informed the Giant/Alpha Group that it was not in favor of recommending that the Company issue a dividend at that time in light of, among other things, the potential for other forms of return of capital transactions to involve a more efficient outlay of cash by the Company. In response, the Giant/Alpha Group requested that the Company evaluate commencing a pro rata tender offer by the Company to the holders of all Shares of the Company, which the Giant/Alpha Group stated they would support, provided that the terms thereof would satisfy their near-term liquidity needs for the maturities scheduled to become due in June 2022.

With respect to the subsequent maturities beyond the near-term maturities in June 2022, the Giant/Alpha Group indicated that they intended to evaluate their potential alternatives for liquidity, including continuing to explore potential transactions involving the sale of Shares held by the Giant/Alpha Group (including through negotiated purchases or open market sales), as well as potential sales of other assets owned by the Giant/Alpha Group and other alternative financing or refinancing opportunities that may be available to the Giant/Alpha Group depending on market conditions and other factors. Representatives of the Giant/Alpha Group informed the Special Committee that the exact amount, timing and structure of any potential future sales of Shares by the Giant/Alpha Group would depend on multiple factors, including market conditions, the Company's business and financial performance and any alternative financing options available to the Giant/Alpha Group. In addition, representatives of the Giant/Alpha Group indicated to the Special Committee that the timing and amount of maturing indebtedness were subject to change and renegotiation, and that the Giant/Alpha Group's liquidity needs may ultimately differ from the information provided to the Special Committee at that time. During the course of the Special Committee's discussions with the Giant/Alpha Group, the Giant/Alpha Group provided various updates as to the amount of indebtedness due and the dates at which it became due.

In this context, the Special Committee continued to assess a variety of potential strategic alternatives and was actively engaged in negotiations with third parties regarding the viability of various strategic alternatives in addition to deciding whether to recommend any transaction or whether to determine not to pursue any transaction, including (i) a negotiated private repurchase of Shares from the Giant/Alpha Group by the Company; (ii) an issuance by the Company of convertible preferred equity securities or straight preferred equity securities with warrant coverage or a common equity issuance at a discount, in each case coupled with a Share repurchase or dividend; (iii) facilitating or encouraging a sale by the Giant/Alpha Group of Shares (through market sales or otherwise) to a third party; (iv) a take-private transaction of the Company (in which the Giant/Alpha Group would rollover a portion of their equity or otherwise); (v) a debt recapitalization by the Company followed by a dividend to stockholders of the Company or a tender offer or other Share repurchase transactions by the Company; and (vi) a cash-funded dividend, tender offer or Share repurchase transaction. As part of such assessment, representatives of the Special Committee were actively engaged in discussions with third parties regarding potential strategic alternatives, and representatives of the Giant/Alpha Group and representatives of the Special Committee engaged in discussions regarding the potential size and terms of various alternatives, including an issuer self-tender.

On June 27, 2022, Playtika Holding UK II Limited ("PHUK II"), a member of the Giant/Alpha Group, entered into that certain Stock Purchase Agreement (the "Joffre SPA"), dated as of June 27, 2022, with Joffre Palace Holdings Limited ("JPHL"), an affiliate of Joffre, providing for the purchase by JPHL of 106,102,467 Shares from PHUK II (the "Purchased Shares"), subject to the terms and conditions thereof. Following the execution of the Joffre SPA, representatives of the Giant/Alpha Group informed the Company that the Giant/Alpha Group would be focusing their attention on the consummation of the transactions contemplated by the Joffre SPA and that they would not be further pursuing discussions relating to a tender offer at that time. Pursuant to the terms of the Joffre SPA, JPHL paid PHUK II a deposit of \$50.0 million (which is subject to forfeiture until the Closing (as defined in the Joffre SPA) upon specified events), and JPHL would take ownership of the Purchased Shares in exchange for a portion of the purchase price at the Pre-Closing (as defined in the Joffre SPA), with another significant portion of the purchase price to be paid at the Closing (as defined in the Joffre SPA). As a condition to

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the Pre-Closing, the Giant/Alpha Group was required to cause one of its affiliates on the Board to resign, and it was also a condition to the Pre-Closing that a director designated by JPHL be appointed to replace such director by July 11, 2022. Representatives of the Giant/Alpha Group informed the Special Committee that the Pre-Closing, initially scheduled to occur on July 26, 2022, was extended to August 25, 2022 by mutual agreement of the parties to the Joffre SPA in accordance with the provisions of the Joffre SPA. In addition, the Joffre SPA provides that, if the Company repurchases Shares from PHUK II in a Company tender offer, including the Offer, before the Pre-Closing occurs, the number of Purchased Shares shall be reduced by the number of Shares repurchased and the Pre-Closing Payment Amount (as defined therein) shall be adjusted as provided in the Joffre SPA. The Closing (as defined in the Joffre SPA) remains subject to certain conditions, and JPHL has the right to terminate the Joffre SPA at any time prior to that date, and either party may terminate if the Closing has not occurred by December 28, 2022. A condition to the Closing is the appointment of a second director designated by JPHL.

As part of the consideration of the potential appointment to the Board of a director designated by JPHL as contemplated by the Joffre SPA, the Special Committee and its advisors engaged in extensive discussions with JPHL and representatives of the Giant/Alpha Group regarding governance matters in an effort to seek to protect the interests of the Company's stockholders (including all stockholders other than the Giant/Alpha Group). On July 11, 2022, the Board appointed Mr. James Lu, a principal of JPHL, to the Board, effective upon the resignation of Ms. Wei Liu on that same date. Concurrently therewith, the Company executed that certain Stockholders Agreement (the "Joffre SHA"), with JPHL pursuant to which (i) JPHL will vote, and will cause its affiliates to vote, at any Company stockholders meeting or upon any request for written consent of the stockholders of the Company, all of the Purchased Shares (x) in favor of the election of each of the nominees that have been nominated by the Board for election as a director of the Company and (y) against the election of any nominees that have not been nominated by the Board for election as a director of the Company, in each case, as long as Mr. Lu or any other director nominee proposed by JPHL for appointment to the Board ("Joffre Director") is serving as a director on the Board; and (ii) JPHL will cause Mr. Lu and any other Joffre Director to immediately and unconditionally resign from the Board if: (a) the Joffre SPA is terminated for any reason prior to the occurrence of the Closing, (b) the Pre-Closing has not occurred by December 26, 2022, or if the Closing has not occurred by June 26, 2023, without the consent of the Board (or applicable committee thereof), or (c) JPHL and its affiliates cease in the aggregate to beneficially own fifteen percent (15%) or more of the total outstanding shares of common stock of the Company during the period of time beginning from and after the Pre-Closing. In mid-July, 2022, a representative of JPHL orally informed representatives of the Company that JPHL had fully committed debt and equity financing to consummate the transactions contemplated by the Joffre SPA; however, the Company has not, through the date hereof, been provided definitive documentation with respect to such financing.

On July 26, 2022, representatives of the Giant/Alpha Group informed the Company that JPHL and PHUK II made the required filings under the Hart-Scott Rodino Antitrust Improvements Act of 1976 to approve JPHL's acquisition of the Purchased Shares, which would result in the expiration of the waiting period at 11:59 PM, Eastern Time, on August 25, 2022 absent a second request for information from the U.S. Department of Justice. On August 2, 2022, representatives of JPHL informed representatives of the Giant/Alpha Group that the U.S. Department of Justice submitted questions to JPHL regarding its filing.

On July 25, 2022, representatives of the Giant/Alpha Group requested that the Company consider evaluating a potential tender offer again, which together with the transactions contemplated by the Joffre SPA (after giving effect to a reduction in the number of shares sold thereunder and associated purchase price revisions), would enable the Giant/Alpha Group to meet its stated near-term liquidity needs. Throughout the latter half of July 2022, the Special Committee evaluated potential alternatives to the Offer, including a direct privately negotiated Share buyback from the Giant/Alpha Group, other capital return transactions, other third-party strategic transactions and the Company not engaging in any such transaction at the time, in light of macroeconomic uncertainty and the pendency of the transactions contemplated by the Joffre SPA. On July 27, 2022, advisors to the Special Committee requested that the Giant/Alpha Group consider a direct repurchase of Shares, but

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representatives of the Giant/Alpha Group advised the Company that given current market prices such proposal would not provide sufficient proceeds to obtain an extension of maturity under the Giant/Alpha Group's debt commitments without constituting a change in the controlling equity ownership of the Company under the Giant/Alpha Group's debt arrangements, which the lenders would not permit. Representatives of the Giant/Alpha Group indicated that as a result, a direct repurchase was not a transaction in which the Giant/Alpha Group would participate.

On August 3, 2022, representatives of the Giant/Alpha Group informed the Special Committee and the Company that its lenders (a) agreed to extend certain Giant/Alpha Group debt maturities to September 2022, so long as the Company commences a tender offer in which the Giant/Alpha Group would receive an amount of proceeds sufficient, together with other sources of liquidity, to satisfy its debt obligations that are required to be paid in September 2022 and (b) confirmed that if the Giant/Alpha Group, after such transaction, were to beneficially own less than at least a majority of the Shares on a fully diluted basis, assuming all unvested equity awards have fully vested and all Shares subject to any options are outstanding, such change would constitute a change in the controlling equity ownership of the Company under the Giant/Alpha Group's debt arrangements, and thus would constitute a breach of such arrangements. On August 18, 2022, representatives of the Giant/Alpha Group confirmed in writing to representatives of the Special Committee and the Company the positions of its lenders described above. Representatives of the Giant/Alpha Group also informed the Special Committee that, as a result of this extension, approximately \$323 million of the Giant/Alpha Group's indebtedness will become due in September 2022. Moreover, representatives of the Giant/Alpha Group informed the Special Committee and the Company that approximately \$197 million of the Giant/Alpha Group's indebtedness will become due on December 31, 2022, and approximately \$1.328 billion will become due over the course of several years after 2022. Representatives of the Giant/Alpha Group also informed the Special Committee and the Company that affiliates of the Giant/Alpha Group have additional debt obligations in an aggregate amount approximately commensurate to the aggregate amount of debt that is owed by the Giant/Alpha Parties in 2023 and beyond, which obligations of the affiliates of the Giant/Alpha Group are not secured by shares of any member of the Giant/Alpha Group or Shares and with respect to which such affiliates intend to satisfy through means other than proceeds from the Giant/Alpha Group's Shares.

The Special Committee engaged in discussions with the Giant/Alpha Group regarding the size and conditionality of the Offer. Furthermore, in early August 2022, representatives of the Special Committee resumed negotiations for the Tender Agreement with representatives of the Giant/Alpha Group, pursuant to which the Giant/Alpha Group would agree, among other things, to tender certain of its Shares in the Offer and to not sell or otherwise transfer any of the Giant/Alpha Group's Shares to any third party prior to the expiration of the Offer, subject to certain termination rights, including, among others, if the Company reduces the Purchase Price, and certain withdrawal rights, including, among others, in the event of undersubscription. As part of these discussions, the Giant/Alpha Group requested that the Special Committee consider recommending to the Board that the Company adopt a Share repurchase program in connection with the Offer. The Special Committee informed the Giant/Alpha Group that the Special Committee would not at that time make any recommendation to the Board regarding a Share repurchase program but that following the consummation of the Offer the Special Committee may consider, based on all the relevant facts and circumstances at that time, whether or not to recommend that the Board approve at that time a Share repurchase program or other strategic transaction.

The Special Committee met over a series of meetings held in August 2022 concluding on August 22, 2022, at which representatives of Raine, Houlihan, RLF, Sidley, the Special Committee's legal counsel in the People's Republic of China ("PRC Counsel") and representatives from management and the Company's counsel, Latham & Watkins LLP ("Latham"), were present. During the meetings, representatives of RLF provided an overview of the fiduciary duties applicable to the members of the Special Committee in their review of the terms of the Offer and other potential strategic alternatives, including the ability of the Committee to use and rely upon experts. Representatives of Raine, Houlihan, management, PRC Counsel, RLF and Sidley also led a discussion with the Special Committee regarding the strategic review process to date, the various strategic alternatives available to the Company other than or in addition to the Offer, the information received from the Giant/Alpha

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Group to date with respect to its liquidity needs and its strategic review process, the implications to the Company if the Company chose not to proceed with the Offer or any other strategic transaction at this time, including the potential risks if the Giant/Alpha Group were to undergo a potential forced sale or the exercise of creditors' rights under Chinese law, as described in "—Reasons for the Offer", and management's perspectives on the Offer. The Special Committee also discussed with its advisors the benefits and risks related to the Offer, including but not limited to such matters described in "—Reasons for the Offer". The Special Committee also considered the most recent information received from the Giant/Alpha Group to date with respect to its liquidity needs (including that the security for the debt obligations of affiliates of the Giant/Alpha Group and their intention regarding the source of proceeds to satisfy them may change in the future), the implications to the Company if the Company chose not to proceed with the Offer or any other strategic transaction at this time, the proposed material terms of the Offer, including the proposed price, which was based on advice from the Special Committee's financial advisors in light of precedent premia, the size of the Offer, the Company's ability to modify or terminate the Offer, the disclosure required in connection with the Offer and the terms of the proposed Tender Agreement. Following these discussions, after receiving advice from its financial and legal advisors, the Special Committee unanimously determined to recommend that the Company's Board approve the Offer, with the price per Share in the Offer being 106% of the closing price of the Shares on the Nasdaq two trading days after the release of the Form 8-K (as defined below), subject to the execution of the Tender Agreement.

On August 24, 2022 the Board held a meeting at which representatives of Raine, Houlihan, RLF, Sidley, PRC Counsel, management and Latham, were present. The Board discussed with its advisors the matters considered by the Special Committee, including a review of its fiduciary duties with respect to the Offer and its strategic alternatives, as well as the recommendation of the Special Committee and the reasons therefor. Following these discussions, the Board, with Robert Antokol, James Lu and Tian Lin recusing themselves, by the unanimous vote of all members present and voting, approved the commencement of the Offer, conditioned upon the execution of the Tender Agreement and the approval by a committee of the Board of the price of the Offer and the filing of a Current Report on Form 8-K to disclose certain information related to the Company's strategic review process described in this section on the date hereof (the "**Form 8-K**"). In addition, the Special Committee determined that the Special Committee would not pursue additional strategic alternatives at such time, and did not intend to do so during the pendency of the Offer and the transactions contemplated by the Joffre SPA, but that the Special Committee and its advisors would continue to review circumstances affecting the Company.

On August 24, 2022, the Company filed the Form 8-K.

Throughout late July 2022 and early August 2022, representatives of JPHL informed the Company that discussions were ongoing regarding the terms of the transactions contemplated by the Joffre SPA. On August 24, 2022, the Joffre SPA was amended to extend the Pre-Closing Date to the later of September 30, 2022 and five business days after the date a Distribution Amount (as defined in the Joffre SPA) is received by the Giant/Alpha Group if such Distribution Amount is not received on or prior to September 30, 2022. Representatives of the Giant/Alpha Group and JPHL have informed the Company that they continue to diligently pursue the consummation of the transactions contemplated by the Joffre SPA, as amended.

After the close of the market on August 26, 2022, a committee of the Board confirmed the price of the Offer based upon the closing price of the Shares on the Nasdaq on August 26, 2022, and the Company executed the Tender Agreement with the Giant/Alpha Group. Prior to market open on August 29, 2022, the Company commenced the Offer.

Reasons for the Offer

The Special Committee unanimously determined that the Company commencing the Offer is in the best interests of the Company and its stockholders (including all the stockholders other than the Giant/Alpha Group) and unanimously recommended that the Board authorize commencing the Offer.

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The Special Committee considered the following factors, among others, each of which the Special Committee believed supported its unanimous determination that commencing the Offer is in the best interests of the Company and its stockholders (including all the stockholders other than the Giant/Alpha Group):

- that the Special Committee was comprised of independent and disinterested directors, had the authority to consider, investigate, evaluate, analyze, negotiate, reject, and make recommendations to the Board to approve or reject, any definitive agreements, arrangements, waivers or consents entered into or given by the Company in connection with potential strategic alternatives available to the Company, including a potential strategic transaction that could result in a change of control of the Company, and had the ability to determine not to pursue any strategic transactions;
- that the Special Committee, with the assistance of its financial and legal advisors, conducted an extensive review and evaluation of the strategic alternatives and alternative courses of conduct potentially available to the Company, including the option not to pursue any transaction, and ultimately determined that, taking into account the potential costs, risks and benefits of the Offer, the Offer is preferable from the perspective of the Company and its stockholders (including all the stockholders other than the Giant/Alpha Group) to the other alternatives reasonably available at this time and that the Offer is in the best interests of the Company and its stockholders (including all the stockholders other than the Giant/Alpha Group);
- the Special Committee's belief that pursuing the Offer could be reasonably expected to provide potentially significant benefits to the Company and its stockholders (including all the stockholders other than the Giant/Alpha Group), including:
 - that the advisors to and representatives of the Giant/Alpha Group informed the Special Committee that the lenders to the Giant/Alpha Group have extended certain maturity dates for outstanding debt of the Giant/Alpha Group on the condition that the Offer be commenced (as described herein);
 - that the advisors to and representatives of the Giant/Alpha Group informed the Special Committee that such extension decreases the likelihood that the Giant/Alpha Group would be a forced seller of a large number of Shares into the market, which could have a substantial negative impact on the price of the Company's Shares over an extended period of time;
 - that the advisors to and representatives of the Giant/Alpha Group informed the Special Committee that, absent such extension, the Giant/Alpha Group would likely default on its debt and therefore its lenders could exercise creditors' rights, including collateral enforcement actions involving certain members of the Giant/Alpha Group, which could (i) take an extended period of time to resolve, (ii) create meaningful uncertainty regarding which person or entity controls or will ultimately control the Company, (iii) result in the appointment of a receiver for certain holding companies in the Giant/Alpha Group, and such appointed party could seek to exert control over the Company that could be disruptive to the Company and may not act in the best interests of all of the Company's stockholders and/or (iv) result in a sale of all or a portion of the Giant/Alpha Group's interest in the Company to an unknown person or group that would assume control of the Company;
 - that the Offer combined with the consummation of the publicly announced Share sale by the Giant/Alpha Group to JPHL, could allow the Giant / Alpha Group to address its stated near-term liquidity needs in a manner that potentially avoids in the near-term the negative impacts on the Company and its stockholders (including the Company's stockholders other than the Giant/Alpha Group) described above; and
 - avoiding potential change-in-control payments or triggers under the Company's existing agreements and arrangements if a significant portion of the Shares currently held by the Giant/Alpha Group were to be sold, or if a creditor of the Giant/Alpha Group were to foreclose on such Shares indirectly;

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- that the Special Committee, taking into account the advice of its financial and legal advisors, determined and recommended to the Board the Purchase Price, size and other key terms of the Offer and that in establishing the Purchase Price, the Special Committee reviewed and considered the premiums and discounts paid in other issuer common stock tender offers, and the historical performance of the Company's stock price, relative to the Purchase Price, as well as the fact that the Company could amend the Offer to change the Purchase Price;
- that the Offer is available to all stockholders on a *pro rata* basis and provides all stockholders an opportunity to sell a *pro rata* portion of their Shares at the Purchase Price, and that stockholders who prefer to retain all or portion of their Shares are free to do so;
- that the Company has sufficient readily available cash to fund the Offer without incurring additional indebtedness;
- that the Offer is expected to be accretive to the Company's earnings per share;
- the Special Committee's belief that the \$11.58 per share Purchase Price reflects the Special Committee's optimism as to the Company's long-term future prospects;
- that the Offer can be terminated for various reasons, including if the Joffre SPA is terminated, if the Pre-Closing (as defined in the Joffre SPA) is consummated or if the Tender Agreement is materially breached or terminated;
- that the Giant/Alpha Group has agreed to certain indemnification obligations relating to the Offer in the Tender Agreement; and
- the Special Committee's belief that consummating the Offer will not preclude the Company from pursuing in the future other potentially available strategic transactions, and that following the completion of the Offer the Special Committee could consider and, if the Special Committee deems it appropriate in light of all relevant factors, recommend to the Board that the Board authorize a Share repurchase program or other strategic transaction.

The Special Committee also considered uncertainties, risks and other potentially negative factors, including but not limited to:

- that absent the Giant/Alpha Group's liquidity situation and its potential impact on the Company and its stockholders (other than the Giant/Alpha Group) described above, the Company would not be considering the Offer at this time;
- that using a portion of the Company's cash in the Offer (i) could significantly impair the Company's ability to deploy cash for operational needs, including pursuing attractive M&A opportunities and capital expenditure projects, (ii) would remove a portion of the Company's liquidity cushion, (iii) would increase the Company's net leverage ratio, (iv) would decrease restricted payment and other baskets under certain debt-related agreements and (v) in particular, would reduce the Company's ability to raise additional debt in the future, all or any of which could adversely impact the Company's going-forward flexibility in a period of significant macroeconomic and geopolitical uncertainty, including speculation that market conditions may deteriorate further;
- that the Special Committee did not and does not have full visibility into either the financial position and affairs of the Giant/Alpha Group (and was not provided documentation regarding the specifics of its indebtedness or the terms of its negotiations with the lenders) or the likelihood of the consummation of the transactions contemplated by the Joffre SPA; and that the Special Committee's understanding of the Giant/Alpha Group's liquidity situation changed significantly over time based on the information provided by the Giant/Alpha Group, and thus certain of the benefits described above may not be realized on the terms anticipated, or at all;
- that the Offer will not provide a complete near-term solution for the liquidity needs of the Giant/Alpha Group after September 2022 if the transactions contemplated by the Joffre SPA are not consummated,

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and does not resolve the longer-term liquidity needs of the Giant-Alpha Group, with no guarantee that other liquidity options for the Giant/Alpha Group will emerge or that market conditions will improve;

- that there is no assurance that the Giant/Alpha Group will not sell a significant number of Shares into the market following the Offer (including for example if the transactions contemplated by the Joffre SPA are not consummated);
- that a default on their financings by the Giant/Alpha Group or the Giant/Alpha Group's participation in other privately negotiated transactions (if the transactions contemplated by the Joffre SPA are not consummated) could result in the Company no longer having the Giant/Alpha Group as a controlling stockholder and/or having a new controlling stockholder that could be perceived by the public stockholders as being preferable to the Giant/Alpha Group;
- that potentially adverse market reactions may occur in response to the commencement of the Offer, including potential stockholder concerns that the Giant/Alpha Group continues to face liquidity issues after entering into the Joffre SPA and/or that the strategic alternatives process did not result in a sale of the Company at a premium in which all stockholders could participate;
- that accretion for alternative uses of cash in the absence of the Offer, including M&A opportunities, is unclear;
- that, to the extent the public stockholders tender, completion of the Offer will decrease the Company's already limited public float, which could negatively impact trading dynamics, without eliminating the overhang associated with having a controlling stockholder;
- that the overhang associated with having a controlling stockholder will not be reduced or eliminated as a result of the Offer, after which the Giant/Alpha Group is expected to retain a controlling interest in the Company;
- that the Offer is a taxable transaction for the participating stockholders under U.S. tax law, and that the requirements under applicable Israeli tax law could result in significant delays in payment as a result of withholding requirements, or, in the event of certain stockholders, taxation, in each case further described in Section 12; and
- that repatriating some funds held at Israeli entities to be used to pay for the Shares requires that the Company pay a withholding tax, and taking into account the other fees and expenses incurred by the Company related to the Offer, will result in estimated costs between approximately \$16- \$19 million to be incurred by the Company related to the Offer.

The Board approved the Offer based on the considerations outlined above and the unanimous recommendation of the Special Committee. In considering the Special Committee's analyses and recommendation, the Board discussed the Special Committee's recommendation with the members of the Special Committee and the financial and legal advisors of the Special Committee and the legal advisors of the Company.

The foregoing discussion of the reasons considered by the Special Committee and the Board, respectively, is not meant to be exhaustive, but includes the material factors, information and analyses considered by each in reaching its determination. The members of the Special Committee and the Board, respectively, evaluated the various reasons listed above in light of their knowledge of the business, financial condition and prospects of the Company and considered the advice of the financial and legal advisors to the Special Committee and the Company. In light of the number and variety of reasons that each of the Special Committee and the Board considered, neither the Special Committee nor the Board found it practicable to quantify, rank or otherwise assign relative weights to the foregoing reasons. Moreover, the determinations of the Board and the Special Committee, respectively, were based upon the totality of the information considered. In addition, individual directors may have given different weight to different reasons.

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Certain Effects of the Offer

As of August 24, 2022, we had 412,642,934 issued and outstanding Shares. The 51,813,472 Shares that we are offering to purchase hereunder represent approximately 12.6% of the total number of our issued and outstanding Shares as of August 24, 2022. If the Offer is fully subscribed, we would have approximately 360,829,462 Shares outstanding immediately following the purchase of Shares tendered in the Offer. The actual number of Shares outstanding immediately following completion of the Offer will depend on the number of Shares tendered and purchased in the Offer.

If we complete the Offer, stockholders who do not participate in the Offer will automatically increase their relative percentage ownership interest in us. These stockholders will also continue to bear the risks associated with owning the Shares. Stockholders may be able to sell non-tendered Shares in the future on Nasdaq or otherwise at a net price significantly higher or lower than the Purchase Price. We can give no assurance as to the price at which a stockholder may be able to sell his or her Shares in the future.

There will be a sufficient number of Shares outstanding and publicly traded following completion of the Offer to ensure a continued trading market for the Shares. Based upon published guidelines of Nasdaq and the conditions of the Offer, our purchase of Shares under the Offer will not cause our remaining outstanding Shares to be delisted from Nasdaq. The Shares are registered under the Exchange Act, which requires, among other things, that we furnish certain information to our stockholders and comply with proxy rules in connection with meetings of our stockholders. Our purchase of Shares under the Offer will not result in the Shares becoming eligible for deregistration under the Exchange Act.

Our controlling stockholder group, the Giant/Alpha Group, has entered into the Tender Agreement with the Company, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer, representing approximately 51.3% of the total Shares outstanding as of August 24, 2022, and not withdraw such Shares except as permitted under the terms of the Tender Agreement (including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer).

OUR BOARD (UPON THE RECOMMENDATION OF THE SPECIAL COMMITTEE OF THE BOARD) HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING MAKES ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NEITHER WE NOR ANY MEMBER OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION TO YOU AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. YOU MUST MAKE YOUR OWN DECISION AS TO WHETHER TO TENDER YOUR SHARES AND, IF SO, HOW MANY SHARES TO TENDER. IN DOING SO, YOU SHOULD CONSULT YOUR FINANCIAL AND TAX ADVISORS, AND READ CAREFULLY AND EVALUATE THE INFORMATION IN THIS OFFER TO PURCHASE AND IN THE LETTER OF TRANSMITTAL, INCLUDING OUR REASONS FOR MAKING THE OFFER.

We intend to hold the Shares we acquire pursuant to the Offer in treasury.

Plans and Proposals

On August 26, 2022, the Company and the members of the Giant/Alpha Group entered into the Tender Agreement, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares

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in the Offer and not withdraw such Shares except as permitted under the terms of the Tender Agreement, including to allow the Giant/Alpha Group to withdraw Shares as necessary to ensure a “Change in Control” under the Company’s 2021-2024 Retention Plan does not occur and to allow the Giant/Alpha Group’s ownership to not be reduced on a fully diluted basis as defined in the Tender Agreement. The Tender Agreement also includes certain representations and warranties of the Giant/Alpha Group relating to the Giant/Alpha Group’s debt obligations and the transactions contemplated by the Joffre SPA. The Tender Agreement further provides for various indemnification obligations of the Giant/Alpha Group in connection with the Offer.

Except as described or incorporated by reference in this Offer to Purchase, we have no current definitive plans, proposals or negotiations that relate to or would result in:

- any extraordinary transaction, such as a merger, reorganization or liquidation, involving us or any of our subsidiaries;
- any purchase, sale or transfer of a material amount of our assets or our subsidiaries’ assets;
- any material change in our present dividend policy, our indebtedness or capitalization;
- any material change in our present Board or management or any plans or proposals to change the number or the terms of directors (although we may fill vacancies arising on our Board) or to change any material term of the employment contract of any executive officer;
- any material change in our corporate structure or business;
- any class of our equity securities becoming delisted from Nasdaq, or ceasing to be authorized to be quoted on Nasdaq;
- any class of our equity securities becoming eligible for termination of registration under Section 12(g)(4) of the Exchange Act;
- the suspension of our obligation to file reports under Section 15(d) of the Exchange Act;
- the acquisition or disposition by any person of our securities, other than pursuant to the grant of stock options to directors or employees in the ordinary course of business; or
- any changes in our charter, bylaws or other governing instruments or other actions that could impede the acquisition of control of us.

While we have no definitive plans or proposals regarding any of the foregoing as of the date of this Offer to Purchase, our management considers from time to time, and may undertake or plan actions that relate to or could result in, one or more of the matters listed above. We reserve the right to change our plans and intentions at any time after the date of this Offer to Purchase, subject to our obligation to update this Offer to Purchase to reflect material changes in the information contained herein. Stockholders tendering Shares in the Offer may run the risk of forgoing the benefit of any appreciation in the market price of the Shares resulting from such potential future events.

In connection with the transactions contemplated by the Joffre SPA, on July 11, 2022, the Board appointed James Fu Bin Lu as a director of the Company, effective July 11, 2022, who shall serve as a director for a term expiring at the Company’s annual meeting of stockholders in 2023 and until the election and qualification of such director’s successor in office or until such director’s earlier death, resignation or removal. The Joffre SPA provides that the appointment of Mr. Lu by such date is a condition to the Pre-Closing (as defined thereunder). The Joffre SPA also provides that the appointment of a second director designated by JPHL is a condition to the Closing (as defined thereunder).

3. Procedures for Tendering Shares

Proper Tender of Shares

For Shares to be properly tendered pursuant to the Offer, the certificates for such Shares (or confirmation of receipt of such Shares pursuant to the procedure for book-entry transfer set forth below), together with a properly

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completed and duly executed Letter of Transmittal, including any required signature guarantees, or an “Agent’s Message” (as defined below), and any other documents required by the Letter of Transmittal, must be received before the Expiration Date by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer on their behalf. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer.

In the alternative, the tendering stockholder must, before the Expiration Date, comply with the guaranteed delivery procedures described below.

Stockholders holding their Shares through a broker, dealer, commercial bank, trust company or other nominee must contact the nominee in order to tender their Shares. Stockholders who hold Shares through nominees are urged to consult their nominees to determine whether transaction costs may apply if stockholders tender Shares through the nominees and not directly to the Depository.

In accordance with the terms of the Offer, the Depository will remain open until one minute after 11:59 p.m. New York City time on the Expiration Date to receive documentation related to the participation in the Offer. However, beneficial owners holding their Shares through a broker, dealer, commercial bank, trust company or other nominee should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for you to instruct it to accept the Offer on your behalf. In addition, the Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time on the Expiration Date, and thus may not be able to facilitate participation through their systems after such time. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee that holds your Shares to find out its deadline. If beneficial owners wish to seek to participate in the Offer or withdraw after any such broker, dealer, commercial bank, trust company or other nominee deadline, but before one minute after 11:59 P.M. New York City time on the Expiration Date, such participation or withdrawal may only be possible if such stockholders are record holders of Shares, or as otherwise described in this section (with respect to participation) or Section 4 (with respect to withdrawal). In light of the foregoing, if any beneficial holder desires to convert its holdings of Shares to a record holder position in our books and records, such holder is encouraged to contact their broker, dealer, commercial bank, trust company or other nominee and the Depository (which also acts as our transfer agent) well in advance of the Expiration Date.

Signature Guarantees and Method of Delivery

No signature guarantee is required if:

- the Letter of Transmittal is signed by the registered holder of the Shares (which term, for purposes of this Section 3, will include any participant in the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the Shares) tendered and such holder has not completed either the section entitled “Special Payment Instructions” or the section entitled “Special Delivery Instructions” in the Letter of Transmittal, or
- Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Agents Medallion Program or an “eligible guarantor institution,” as the term is defined in Exchange Act Rule 17Ad-15 (an “**Eligible Institution**”). See Instruction 1 of the Letter of Transmittal.

If a certificate for Shares is registered in the name of a person other than the person executing the Letter of Transmittal, or if payment is to be made, or new certificates for Shares not purchased or tendered are to be

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issued, to a person other than the registered holder, then the certificate must be endorsed or accompanied by an appropriate stock power, signed in either case exactly as the name of the registered holder appears on the certificate, with the signature guaranteed by an Eligible Institution.

Payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of:

- one of (a) certificates for the Shares or (b) a timely confirmation of the book-entry transfer of the Shares into the Depository's account at the Book-Entry Transfer Facility as described below;
- one of (a) a properly completed and duly executed Letter of Transmittal, including any required signature guarantees or (b) an Agent's Message (as defined below) in the case of a book-entry transfer; and
- any other documents required by the Letter of Transmittal.

The method of delivery of all documents, including certificates for Shares, the Letter of Transmittal and any other required documents, is at the sole election and risk of the tendering stockholder. If delivery is by mail, then registered mail with return receipt requested, properly insured, is recommended. Shares will be deemed delivered only when actually received by the Depository (including, in the case of a book-entry transfer, by book-entry confirmation). In all cases, sufficient time should be allowed to ensure timely delivery.

All deliveries in connection with the Offer, including a Letter of Transmittal and certificates for Shares, must be made to the Depository and not to us, the Information Agent, the Book-Entry Transfer Facility or any of our other representatives or advisors. ANY DOCUMENTS DELIVERED TO US, THE INFORMATION AGENT, THE BOOK-ENTRY TRANSFER FACILITY OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS WILL NOT BE FORWARDED TO THE DEPOSITARY AND WILL NOT BE DEEMED TO BE PROPERLY TENDERED.

Book-Entry Delivery

The Depository will establish an account with respect to the Shares for purposes of the Offer at the Book-Entry Transfer Facility within two business days after the date of this Offer to Purchase, and any financial institution that is a participant in the Book-Entry Transfer Facility's system may make book-entry delivery of the Shares by means of a book-entry transfer by causing the Book-Entry Transfer Facility to transfer Shares into the Depository's account in accordance with the Book-Entry Transfer Facility's procedures for transfer. Although delivery of Shares may be effected through a book-entry transfer into the Depository's account at the Book-Entry Transfer Facility, a properly completed and duly executed Letter of Transmittal, including any required signature guarantees, or an Agent's Message, and any other required documents must, in any case, be transmitted to and received by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase before the Expiration Date, or the tendering stockholder must comply with the guaranteed delivery procedures described below. Delivery of the Letter of Transmittal and any other required documents to the Book-Entry Transfer Facility does not constitute delivery to the Depository.

The term "**Agent's Message**" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depository, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that we may enforce such agreement against the participant.

Guaranteed Delivery

If you wish to tender Shares in the Offer and your certificates for Shares are not immediately available or the procedures for book-entry transfer cannot be completed on a timely basis or time will not permit all required

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documents to reach the Depository prior to the Expiration Date, your tender may be effected if all the following conditions are met:

- your tender is made by or through an Eligible Institution;
- a properly completed and duly executed Notice of Guaranteed Delivery in the form we have provided is received by the Depository, as provided below, prior to the Expiration Date; and
- the Depository receives at the address listed on the back cover of this Offer to Purchase, within the period of two Nasdaq trading days after the date of execution of that Notice of Guaranteed Delivery, either: (i) the certificates representing the Shares being tendered, in the proper form for transfer, together with all other required documents and a Letter of Transmittal, which has been properly completed and duly executed and includes all signature guarantees required, or (ii) confirmation of book-entry transfer of the Shares into the Depository's account at the Book-Entry Transfer Facility, together with all other required documents and either a Letter of Transmittal, which has been properly completed and duly executed and includes all signature guarantees required, or an Agent's Message.

A Notice of Guaranteed Delivery must be delivered to the Depository by overnight courier, email transmission (at info@astfinancial.com and Dapisa@astfinancial.com) or mail before the Expiration Date and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery.

The Notice of Guaranteed Delivery form is filed as an exhibit to the Schedule TO. Copies of the form may also be obtained from the Information Agent, who may be contacted at any of its telephone numbers listed on the back cover of this Offer to Purchase.

If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, that institution must tender your Shares on your behalf. The Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time, on the date of the Expiration Date. Once the Book-Entry Transfer Facility has closed, participants in the Book-Entry Transfer Facility whose name appears on the Book-Entry Transfer Facility security position listing as the owner of Shares will still be able to tender their Shares by delivering a Notice of Guaranteed Delivery to the Depository via email (at info@astfinancial.com and Dapisa@astfinancial.com). If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, that institution must submit any Notice of Guaranteed Delivery on your behalf. It will generally not be possible to direct such an institution to submit a Notice of Guaranteed Delivery once that institution has closed for the day. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit a Notice of Guaranteed Delivery on your behalf prior to the Expiration Date. In addition, any such institution, if it is not an eligible institution, will need to obtain a Medallion guarantee from an eligible institution in the form set forth in the applicable Notice of Guaranteed Delivery in connection with the delivery of those Shares.

As described above under "Guaranteed Delivery," once the Notice of Guaranteed Delivery is delivered, which must occur prior to the Expiration Date, you or your institution will have two Nasdaq trading days following such delivery to meet the conditions described above in order to effect the tender of your Shares. Therefore, the earliest your tender could be effected is at 8:00 a.m., New York City time, on the next Nasdaq trading day when the Book-Entry Transfer Facility reopens, assuming all such conditions have been met. The form of Notice of Guaranteed Delivery is filed as an exhibit to the Schedule TO and can be obtained from the website described above.

Procedures for Stock Options, Restricted Stock Units and Other Equity Awards

We are not offering, as part of the Offer, to purchase any outstanding stock options, restricted stock units, or other equity awards (including performance stock units), and tenders of stock options, restricted stock units, or

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other equity awards (including performance stock units) will not be accepted. Holders of vested stock options may exercise options and tender the Shares received upon exercise in the Offer. Options must be exercised sufficiently in advance of the Expiration Date in order to have time for the exercise to settle before the Shares received upon exercise of the options may be tendered. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason. Please note that if you exercise vested options in order to participate in the Offer, please do not elect to exercise and “sell all” underlying Shares in the Shareworks portal. Instead, please elect to “sell to cover” upon exercise so that you receive the net number of Shares resulting from your exercise (the “net” number of Shares will be the number of Shares subject to the option that you elect to exercise, less any Shares sold to pay the exercise price and applicable tax withholding obligation arising as a result of the exercise). You would then be able to tender the “net” number of Shares resulting from the option exercise in the Offer.

Holders of vested restricted stock units may tender the Shares received upon settlement, provided that such Shares are received sufficiently in advance of the Expiration Date in order to have time to validly tender such Shares prior to the Expiration Date.

If you are a holder of vested but unexercised options or unvested restricted stock units that will vest prior to the Expiration Date, you should evaluate this Offer to Purchase carefully to determine if participation would be advantageous to you, based on the nature of your awards, including the exercise prices of your stock options, the dates of your stock option grants and the remaining term in which you may exercise your options, and the provisions for prorated purchases described in Section 1.

Return of Unpurchased Shares

If any properly tendered Shares are not purchased under the Offer or are properly withdrawn before the Expiration Date upon the terms and subject to the conditions of the Offer, or if less than all Shares evidenced by a stockholder’s certificate(s) are tendered, we will credit the certificates to book-entry for unpurchased Shares promptly after the expiration or termination of the Offer or, in the case of Shares tendered by book-entry transfer at the Book-Entry Transfer Facility, the Shares will be credited to the appropriate account maintained by the tendering stockholder at the Book-Entry Transfer Facility, in each case without expense to the stockholder.

Determination of Validity; Rejection of Shares; Waiver of Defects; No Obligation to Give Notice of Defects

All questions as to the number of Shares to be accepted, the Purchase Price to be paid for Shares to be accepted and the validity, form, eligibility (including time of receipt) and acceptance for payment of any tender of Shares will be determined by us, in our sole discretion, and our determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. We reserve the absolute right to reject any or all tenders of any Shares that we determine are not in proper form or the acceptance for payment of or payment for which may, in the opinion of our counsel, be unlawful. We also reserve the absolute right to waive any of the conditions of the Offer on or prior to the Expiration Date, or any defect or irregularity in any tender with respect to any particular Shares or any particular stockholder (whether or not we waive similar defects or irregularities in the case of other stockholders), and our interpretation of the terms of the Offer will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. In the event one of the conditions to the Offer set forth in Section 6 is waived with respect to any particular stockholder, the same condition will be waived with respect to all stockholders. No tender of Shares will be deemed to have been properly made until all defects or irregularities have been cured by the tendering stockholder or waived by us. We will not be liable for failure to waive any condition of the Offer, or any defect or irregularity in any tender of Shares. None of the Company, the Depositary, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in tenders, nor will any of the foregoing incur any liability for failure to give any such notification.

Tendering Stockholder's Representation and Warranty; Our Acceptance Constitutes an Agreement

It is a violation of Exchange Act Rule 14e-4 for a person acting alone or in concert with others, directly or indirectly, to tender Shares for that person's own account unless, at the time of tender and at the end of the proration period or period during which Shares are accepted by lot (including any extensions of such period), the person so tendering (i) has a "net long position" equal to or greater than the amount of Shares tendered in (a) Shares or (b) other securities convertible into or exchangeable or exercisable for Shares and, upon acceptance of the tender, will acquire the Shares by conversion, exchange or exercise and (ii) will deliver or cause to be delivered the Shares in accordance with the terms of the Offer. Rule 14e-4 also provides a similar restriction applicable to a tender on behalf of another person.

A tender of Shares in accordance with any of the procedures described above will constitute the tendering stockholder's acceptance of the terms and conditions of the Offer, as well as the tendering stockholder's representation and warranty to us that (i) the stockholder has a "net long position," within the meaning of Rule 14e-4 promulgated under the Exchange Act, in the Shares or equivalent securities at least equal to the Shares being tendered, and (ii) the tender of Shares complies with Rule 14e-4. Our acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the tendering stockholder and us on the terms and subject to the conditions of the Offer, which agreement will be governed by, and construed in accordance with, the laws of the State of Delaware.

A tender of Shares made pursuant to any method of delivery set forth herein will also constitute a representation and warranty to us that the tendering stockholder has full power and authority to tender, sell, assign and transfer the Shares tendered, and that, when the same are accepted for purchase by us, we will acquire good, marketable and unencumbered title thereto, free and clear of all security interests, liens, restrictions, claims, encumbrances and other obligations relating to the sale or transfer of the Shares, and the same will not be subject to any adverse claim or right.

Any such tendering stockholder will, on request by the Depositary or us, execute and deliver any additional documents deemed by the Depositary or us to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered, all in accordance with the terms of the Offer.

All authority conferred or agreed to be conferred by delivery of the Letter of Transmittal shall be binding on the successors, assigns, heirs, personal representatives, executors, administrators and other legal representatives of the tendering stockholder and shall not be affected by, and shall survive, the death or incapacity of such tendering stockholder.

Lost or Destroyed Certificates

Stockholders whose certificates for part or all of their Shares have been lost, destroyed or stolen may contact American Stock Transfer & Trust Company, LLC as transfer agent at the number (877) 248-6417 or at the address set forth on the back cover of this Offer to Purchase for instructions to obtain a replacement certificate. Those certificates will then be required to be submitted together with the Letter of Transmittal in order to receive payment for Shares that are tendered and accepted for payment. A bond may be required to be posted by the stockholder to secure against the risk that the certificates may be subsequently recirculated. The Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed certificates have been followed. Stockholders are requested to contact American Stock Transfer & Trust Company, LLC immediately in order to permit timely processing of this documentation. Certificates for Shares, together with a properly completed Letter of Transmittal and any other documents required by the Letter of Transmittal, must be delivered to the Depositary and not to us, the Information Agent or any of our other advisors or representatives. Any certificates delivered to us, the Information Agent or any of our other advisors or representatives will not be forwarded to the Depositary and will not be deemed to be properly tendered.

4. Withdrawal Rights

Except as otherwise provided in this Section 4, tenders of Shares pursuant to the Offer are irrevocable. Shares tendered pursuant to the Offer may be withdrawn at any time before the Expiration Date. If, following the Expiration Date, we have not accepted for payment the Shares you have tendered to us by one minute after 11:59 P.M., New York City time, on October 25, 2022, the 40th business day from the commencement of the Offer, you may also withdraw your Shares at any time thereafter.

If you are a registered holder of Shares, for a withdrawal to be effective, a notice of withdrawal, in written form, must be received in a timely manner by the Depository at one of its addresses set forth on the back cover of this Offer to Purchase. Any notice of withdrawal must specify the name of the tendering stockholder and the number of Shares to be withdrawn. If certificates for Shares to be withdrawn have been delivered or otherwise identified to the Depository, then, before the release of the certificates, the tendering stockholder must also submit the serial numbers shown on the particular certificates for Shares to be withdrawn and the signature(s) on the written notice of withdrawal must be guaranteed by an Eligible Institution (except in the case of Shares tendered for the account of an Eligible Institution). If Shares have been tendered pursuant to the procedures for book-entry transfer described in Section 3, the notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares and must otherwise comply with the Book-Entry Transfer Facility's procedures. If a stockholder has used more than one Letter of Transmittal or has otherwise tendered Shares in more than one group of Shares, the stockholder may withdraw Shares using either separate written notices of withdrawal or a combined written notice of withdrawal, so long as the information specified above is included.

In accordance with the terms of the Offer, the Depository will remain open until one minute after 11:59 p.m. New York City time on the Expiration Date to receive documentation related to a withdrawal of Shares from the Offer. However, beneficial owners holding their Shares through a broker, dealer, commercial bank, trust company or other nominee should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for you to instruct it to accept the Offer on your behalf. In addition, the Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time on the Expiration Date, and thus may not be able to facilitate participation through their systems after such time. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to withdraw its Shares in advance of the expiration of the Offer. We urge you to contact the broker, dealer, commercial bank, trust company or other nominee that holds your Shares to find out its deadline. If beneficial owners wish to seek to participate in the Offer or withdraw after any such broker, dealer, commercial bank, trust company or other nominee deadline, but before one minute after 11:59 P.M. New York City time on the Expiration Date, such participation or withdrawal may only be possible if such stockholders are record holders of Shares, or as otherwise described in Section 3 (with respect to participation) or this section (with respect to withdrawal). If any beneficial holder desires to convert its holdings of Shares to a record holder position in our books and records, such holder is encouraged to contact their broker, dealer, commercial bank, trust company or other nominee and the Depository (which also acts as our transfer agent) well in advance of the Expiration Date.

If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide a written notice of withdrawal.

We will determine all questions as to the form and validity, including the time of receipt, of any notice of withdrawal, in our sole discretion, which determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. Neither we nor the Depository, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in any notice of withdrawal, nor will any of the foregoing incur liability for failure to give any such notification. Withdrawals may not be rescinded, and any Shares properly withdrawn will be deemed not properly tendered for purposes of the Offer. However,

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withdrawn Shares may be re-tendered before the Expiration Date by again following one of the procedures described in Section 3.

If we extend the Offer, are delayed in our purchase of Shares or are unable to purchase Shares pursuant to the Offer for any reason, then, without prejudice to our rights under the Offer, the Depositary may, subject to applicable law, retain tendered Shares on our behalf, and the Shares may not be withdrawn except to the extent tendering stockholders are entitled to withdrawal rights as described in this Section 4. Our reservation of the right to delay payment for Shares that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the Shares tendered promptly after termination or withdrawal of the Offer.

If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, any notice of withdrawal must be delivered by that institution on your behalf. The Book-Entry Transfer Facility is expected to remain open until 5:00 p.m., New York City time, on the Expiration Date. Once the Book-Entry Transfer Facility has closed, if you beneficially own Shares that were previously delivered through the Book-Entry Transfer Facility, then in order to properly withdraw your Shares the institution through which your Shares are held must deliver via email a written notice of withdrawal to the Depositary at info@astfinancial.com and Dapisa@astfinancial.com prior to the Expiration Date. It will generally not be possible to direct such an institution to submit a written notice of withdrawal once that institution has closed for the day. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit a written notice of withdrawal on your behalf prior to the Expiration Date. Such notice of withdrawal must be in the form of the Book-Entry Transfer Facility's notice of withdrawal, must specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares and must otherwise comply with the Book-Entry Transfer Facility's procedures. Shares can be properly withdrawn only if the Depositary receives a written notice of withdrawal directly from the relevant institution that tendered the Shares through the Book-Entry Transfer Facility.

5. Purchase of Shares and Payment of Purchase Price

Upon the terms and subject to the conditions of the Offer, promptly following the Expiration Date, we will accept for payment up to 51,813,472 Shares (or such greater number as we may elect to purchase, subject to applicable law). We may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer.

For purposes of the Offer, we will be deemed to have accepted for payment (and therefore be deemed to have purchased), subject to proration provisions of the Offer, Shares that are properly tendered and not properly withdrawn only when, as and if we give oral or written notice to the Depositary of our acceptance of the Shares for payment pursuant to the Offer.

Upon the terms and subject to the conditions of the Offer, promptly after the Expiration Date, we will accept for payment and pay the Purchase Price per Share for all of the Shares accepted for payment in accordance with the Offer. In all cases, payment for Shares properly tendered and accepted for payment in accordance with the Offer will be made promptly, subject to possible delay due to proration, but only after timely receipt by the Depositary of:

- certificates for Shares or a timely confirmation of a book-entry transfer of Shares into the Depositary's account at the Book-Entry Transfer Facility;
- a properly completed and duly executed Letter of Transmittal or an Agent's Message in the case of book-entry transfer; and
- any other documents required.

We will pay for Shares purchased pursuant to the Offer by depositing the aggregate purchase price for the Shares with the Depositary, which will act as agent for tendering stockholders for the purpose of receiving payment

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from us and transmitting payment to the tendering stockholders. In the event of proration, the Depositary will determine the proration for each stockholder tendering Shares and pay for those tendered Shares accepted for payment promptly after the Expiration Date. Certificates for all Shares tendered and not purchased, including all Shares tendered at prices in excess of the Purchase Price and Shares not purchased due to proration, will be credited to book-entry with the Depositary, and, in the case of Shares tendered by book-entry transfer, will be credited to the account maintained with the Book-Entry Transfer Facility by the participant who delivered the Shares, to the tendering stockholder promptly after the expiration or termination of the Offer at our expense.

Under no circumstances will interest be paid on the Purchase Price for the Shares, regardless of any delay in making payment. In addition, if certain events occur, we may not be obligated to purchase Shares pursuant to the Offer. See Section 6.

We will pay all share transfer taxes, if any, payable on the transfer to us of Shares purchased pursuant to the Offer; provided, however, that if payment of the Purchase Price is to be made to, or (in the circumstances permitted by the Offer) if unpurchased Shares are to be registered in the name of, any person other than the registered holder, or if tendered certificates are registered in the name of any person other than the person signing the Letter of Transmittal, we shall pay the amount of all share transfer taxes, if any (whether imposed on the registered holder or the other person), payable on account of the transfer to that person unless evidence satisfactory to us of the payment of the share transfer taxes, or exemption from payment of the share transfer taxes, is submitted. See Instruction 6 of the Letter of Transmittal.

6. Conditions of the Offer

Notwithstanding any other provision of the Offer, we will not be required to accept for payment, purchase or pay for any Shares tendered, and we may terminate or amend the Offer or may postpone the acceptance for payment of or the payment for Shares tendered, subject to Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the Shares tendered promptly after termination or withdrawal of the Offer, if, at any time on or after the commencement of the Offer and prior to the Expiration Date, any of the following events have occurred (or are determined by us to have occurred) that, in our reasonable judgment and regardless of the circumstances giving rise to the event or events (including any action or inaction by us), makes it inadvisable to proceed with the Offer or with acceptance for payment or payment for the Shares in the Offer:

- any change in the general political, market, economic or financial conditions in the United States or another jurisdiction in which the Company or its subsidiaries do business that we believe is reasonably likely to materially and adversely affect our business or the trading in the Shares, including, but not limited to, the following:
 - any general suspension of, or general limitation on prices for, or trading in, securities on any national securities exchange in the United States or in the over-the-counter market;
 - a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or another jurisdiction in which the Company or its subsidiaries do business or any limitation (whether or not mandatory) by any governmental agency or authority on, or any other event that, in our reasonable judgment, could reasonably be expected to adversely affect, the extension of credit by banks or other financial institutions in the United States or another jurisdiction in which the Company or its subsidiaries do business;
 - the commencement or escalation of a war, armed hostilities, terrorism, or other national or international calamity or pandemic (including the COVID-19 pandemic) directly or indirectly involving the United States or another jurisdiction in which the Company or its subsidiaries do business; or
 - in the case of any of the foregoing existing at the time of the commencement of the Offer, in our reasonable judgment, a material acceleration or worsening thereof;

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- a decrease of more than 10% in the market price of our common stock measured from the close of trading on August 23, 2022, the last trading day before we announced our intention to commence the Offer, to the close of trading on any other trading day during the Offer, up to and including the close of trading on the Expiration Date, or a decrease of more than 10% in the general level of market prices for equity securities in the United States or the New York Stock Exchange Index, the Dow Jones Industrial Average, the Nasdaq Global Market Composite Index or Standard & Poor's Composite Index of 500 Industrial Companies, in each case, measured from the close of trading on August 23, 2022;
- we determine that the consummation of the Offer and the purchase of Shares would be reasonably likely to result in our common stock being delisted from Nasdaq or deregistered under the Exchange Act;
- any change, condition, event, development or effect shall have occurred or be threatened that, individually or in the aggregate with any other changes, conditions, events, developments or effects occurring on or after the date of the commencement of the Offer, in our reasonable judgment is or may reasonably be expected to (i) be materially adverse to the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us or any of our subsidiaries, taken as a whole, or the value of our Shares, (ii) otherwise be material to holders of our Shares in deciding whether to tender in the Offer or (iii) otherwise make it inadvisable for us to proceed with the Offer;
- any action, proceeding, application or counterclaim by or before any court or governmental, administrative or regulatory agency or authority, domestic or foreign, or any other person or tribunal, domestic or foreign, has been threatened in writing, instituted, or is pending which:
 - challenges or seeks to challenge, restrain, prohibit or delay the making of the Offer, the acquisition by us of the Shares in the Offer, or any other matter relating to the Offer, or seeks to obtain any material damages or otherwise relating to the transactions contemplated by the Offer or seeks, or which in the reasonable judgment of the Company is reasonably likely to result in, any material diminution in the benefits reasonably expected to be derived by the Company and its subsidiaries as a result of the transactions contemplated by the Offer;
 - seeks to make the purchase of, or payment for, some or all of the Shares pursuant to the Offer illegal or results in a delay in our ability to accept for payment or pay for some or all of the Shares; or
 - could reasonably be expected to materially adversely affect the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us and our subsidiaries, taken as a whole, or the value of the Shares;
- any action has been taken or threatened or any statute, rule, regulation, judgment, decree, injunction or order (preliminary, permanent or otherwise) has been proposed, sought, enacted, entered, promulgated, enforced or deemed to be applicable to the Offer or us or any of our subsidiaries by any court, government or governmental agency or other regulatory or administrative authority, domestic or foreign, which, in our reasonable judgment:
 - indicates that any approval or other action of any such court, agency or authority may be required in connection with the Offer or the purchase of Shares under the Offer;
 - could reasonably be expected to prohibit, restrict or delay consummation of the Offer; or
 - otherwise could reasonably be expected to materially adversely affect the business, properties, assets, liabilities, capitalization, stockholders' equity, financial condition, operations, results of operations or prospects of us and our subsidiaries, taken as a whole, or the value of the Shares;
- any person, entity or group has filed a Notification and Report Form under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, or has made a public announcement reflecting an intent to acquire us or any of our subsidiaries or any of our or our subsidiaries' assets or securities;

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- a tender or exchange offer for any or all of the outstanding Shares (other than the Offer), or any merger, acquisition, business combination or other similar transaction with or involving us or any of our subsidiaries, has been proposed, announced or made by any entity, “group” (as that term is used in Section 13(d) (3) of the Exchange Act) or person, or has been publicly disclosed, or we shall have entered into a definitive agreement or an agreement in principle with any person with respect to any merger, acquisition, business combination or other similar transaction;
- any approval, permit, authorization, favorable review or consent or waiver of or filing with any government or governmental agency or other regulatory or administrative authority, domestic or foreign, required to be obtained or made in connection with the Offer shall not have been obtained or made on terms and conditions satisfactory to us in our reasonable judgment;
- our acceptance for payment, purchase or payment for any Shares tendered in the Offer shall violate or conflict with, or otherwise be contrary to, any applicable law, statute, rule, regulation, decree or order, or the terms of any financing facility to which we are a party;
- a downgrade in ratings, a credit watch or a placement under review of the ratings of any of our debt securities shall have occurred after the date the Offer is commenced;
- legislation amending the Code or the Israeli Income Tax Ordinance [New Version], 1961, as amended, becomes effective and would, in our reasonable judgment, change the tax consequences of the transaction contemplated by the Offer in any manner that would adversely affect us;
- the termination of the Joffre SPA;
- the consummation of the Pre-Closing (as defined in the Joffre SPA);
- any material breach or termination of the Tender Agreement; or
- we will not receive prior to the Expiration Date the ruling we requested from the Israeli Tax Authority which, if obtained, would confirm certain aspects of the withholding of Israeli tax in the Offer.

If any of the conditions referred to above is not satisfied, we may:

- terminate the Offer and return all tendered Shares to the tendering stockholders;
- extend the Offer and, subject to withdrawal rights as set forth in Section 4, retain all of the tendered Shares until the expiration of the Offer as so extended;
- waive the condition and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the Shares properly tendered and not properly withdrawn prior to the Expiration Date; or
- delay acceptance for payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer.

The conditions referred to above are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition, and may be waived by us, in whole or in part, at any time and from time to time in our reasonable discretion on or prior to the Expiration Date, subject to applicable laws. Our failure at any time to exercise any of the foregoing rights will not be deemed a waiver of any right, and each such right will be deemed an ongoing right that may be asserted at any time and from time to time. In certain circumstances, if we waive any of the conditions described above, we may be required to extend the Expiration Date. Any determination by us concerning the events described above will be final and binding on all parties. See Section 13.

The Offer is not subject to a financing condition nor is it conditioned on a minimum number of Shares being tendered.

7. Price Range of Shares; Dividends

The Shares are listed and traded on Nasdaq under the trading symbol “PLTK.” The following table sets forth, for the fiscal quarters indicated, following the Company’s initial public offering, the high and low composite per Share prices of the Shares on Nasdaq:

	<u>High</u>	<u>Low</u>
2021		
First Quarter (starting January 19, 2021)	\$35.09	\$24.41
Second Quarter	\$29.00	\$23.02
Third Quarter	\$29.30	\$20.88
Fourth Quarter	\$30.00	\$16.25
2022		
First Quarter	\$21.45	\$14.81
Second Quarter	\$20.31	\$11.57
Third Quarter (through August 26, 2022)	\$13.96	\$10.29

While the Company has previously declared or paid cash dividends on its capital stock prior to become a publicly traded company, it has not declared or paid any cash dividends since its initial public offering, and it currently intends to retain all of its future earnings, if any, to finance the growth and development of the business.

On August 26, 2022, one trading day before the commencement of the Offer, the last closing sale price of the Shares on Nasdaq was \$10.92 per Share. **Stockholders are urged to obtain current market quotations for the Shares.**

8. Source and Amount of Funds

We intend to pay for the Shares and fees and expenses applicable to the Offer with cash on hand.

9. Certain Information Concerning Us

General

We are one of the world’s leading developers of mobile games creating fun, innovative experiences that entertain and engage our users. We have built best-in-class live game operations services and a proprietary technology platform to support our portfolio of games which enable us to drive strong user engagement and monetization. Our games are free-to-play, and we are experts in providing novel, curated in-game content and offers to our users, at optimal points in their game journeys. Our players love our games because they are fun, creative, engaging, and kept fresh through a steady release of new features that are customized for different player segments.

We have primarily grown our game portfolio through acquisitions. Once we acquire games, we enhance the scale and profitability of those games by applying our live operations services and our technology platform, the Playtika Boost Platform. By leveraging this platform, our game studios can dedicate a greater portion of their time to creating innovative content, features, and experiences for players. We also develop new games using our internal development teams and infrastructure, applying learnings from our existing games.

We were founded in Israel in 2010, when we released our first game, Slotomania, which remains the largest game in our portfolio based on revenues as of December 31, 2021. On January 15, 2021, we became a publicly traded company with our common stock traded on the Nasdaq Global Select Market under the ticker symbol “PLTK.” Playtika Holding Corp. was incorporated under Delaware law in 2016. The address and phone number for our principal executive offices are: HaChoshlim St 8, Herzliya Pituach, Israel (telephone number: 972-73-316-3251). Our website is located at <http://www.playtika.com>. Information contained on our website is not a part of the Offer.

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Availability of Reports and Other Information

We are subject to the informational filing requirements of the Exchange Act, which obligate us to file reports, statements and other information with the SEC relating to our business, financial condition and other matters. Information, as of particular dates, concerning our directors and officers, their remuneration, options granted to them, the principal holders of our securities and any material interest of these persons in transactions with us is required to be disclosed in proxy statements distributed to our stockholders and filed with the SEC. As required by Exchange Act Rule 13e-4(c)(2), we have also filed with the SEC the Schedule TO, which includes additional information relating to the Offer.

These reports, statements and other information, including the Schedule TO and documents incorporated by reference, are available to the public on the SEC's site at <https://www.sec.gov>. This website address is not intended to function as a hyperlink, and the information contained on the SEC's website is not incorporated by reference in this Offer to Purchase and it should not be considered to be a part of this Offer to Purchase.

Incorporation by Reference

The rules of the SEC allow us to "incorporate by reference" information into this document, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The following documents contain important information about us, and we incorporate them by reference (other than any portions of the respective filings that were furnished to, rather than filed with, the SEC under applicable SEC rules):

SEC Filings	Date Filed
Annual Report on Form 10-K for the fiscal year ended December 31, 2021 (the " 2021 Form 10-K ")	March 2, 2022
Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2022	May 10, 2022
Current Reports on Form 8-K	January 12, 2022, February 11, 2022, June 10, 2022, July 11, 2022 and August 24, 2022
Proxy Statement on Schedule 14A (but only to the extent that such information was incorporated by reference into the 2021 Form 10-K)	April 28, 2022
Quarterly Report on Form 10-Q for the fiscal quarter ended June 30, 2022	August 4, 2022

Any statement contained in any document incorporated by reference into this Offer to Purchase shall be deemed to be modified or superseded to the extent that an inconsistent statement is made in this Offer to Purchase or any subsequently filed document. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

You can obtain any of the documents incorporated by reference in this document from us or from the SEC's website at the address described above. Documents incorporated by reference are available from us without charge, excluding any exhibits to those documents, at our principal executive offices located at Corporate Secretary, Playtika Holding Corp., HaChoshlim St 8, Herzliya Pituach, Israel. Please be sure to include your complete name and address in your request. If you request any incorporated documents, we will promptly mail them to you by first class mail, or another equally prompt means. You may also find additional information by visiting our website at <http://www.playtika.com>. Information on our website does not form part of the Offer and is not incorporated by reference in this Offer to Purchase.

10. Interests of Directors and Executive Officers; Transactions and Arrangements Concerning the Shares

A list of our directors and executive officers as of August 26, 2022, is attached to this Offer to Purchase as Schedule I. Please refer to the discussion below regarding the interests of our directors and executive officers in the Offer. In addition, please refer to the section entitled “Background of the Offer” in Section 2 for a discussion of the interests of the Giant/Alpha Group in the Offer.

Beneficial Ownership

As of August 24, 2022, we had 412,642,934 issued and outstanding Shares. The 51,813,472 Shares that we are offering to purchase hereunder represent approximately 12.6% of the total number of our issued and outstanding Shares as of August 24, 2022. If the Offer is fully subscribed, we would have approximately 360,829,462 Shares outstanding immediately following the purchase of Shares tendered in the Offer. The actual number of Shares outstanding immediately following completion of the Offer will depend on the number of Shares tendered and purchased in the Offer.

The following table sets forth certain information with respect to the beneficial ownership of our Shares by each of our directors and executive officers, individually and as a group (15 persons), as of August 8, 2022. The number of Shares beneficially owned is determined under rules of the SEC. The information is not necessarily indicative of beneficial ownership for any other purpose. Under these rules, beneficial ownership includes any Shares as to which the individual has either sole or shared voting power or investment power and also any Shares that the individual has the right to acquire within 60 days through the exercise of any stock option or other right. The individuals set forth in the table below, collectively, beneficially own approximately 3.7% of the Shares outstanding as of August 8, 2022.

The number of Shares beneficially owned by each stockholder is determined under rules issued by the SEC. Under these rules, a person is deemed to be a “beneficial” owner of a security if that person has or shares voting power or investment power, which includes the power to dispose of or to direct the disposition of such security. Except as indicated in the footnotes below, we believe, based on the information furnished to us, that the individuals and entities named in the table below have sole voting and investment power with respect to all Shares beneficially owned by them, subject to the terms of the equity plan stockholders agreement and any applicable community property laws.

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Unless noted otherwise, the address of each beneficial owner is c/o Playtika Ltd. HaChoshlim St 8, Herzliya Pituach, Israel and each person has sole voting and investment power with respect to the Shares set forth in the following table:

<u>Name of Beneficial Owner</u>	<u>Total Shares Beneficially Owned</u>	<u>Percentage of Shares Beneficially Owned</u>
5% Stockholders		
Playtika Holding UK II Limited ⁽¹⁾	212,204,935	51.4%
Hazlet Global Limited ⁽¹⁾	18,877,659	4.6%
On Chau ⁽²⁾	81,810,506	19.8%
Directors and Named Executive Officers		
Robert Antokol	11,613,700	2.8%
Marc Beilinson	24,521	*
Hong Du	15,262	*
Dana Gross	15,262	*
Tian Lin	—	—
James Lu	—	—
Bing Yuan	24,521	*
Craig Abrahams	953,200	*
Ofer Kinberg	960,000	*
Shlomi Aizenberg	960,000	*
Michael Cohen	664,000	*
All directors and executive officers as a group (15 persons)	15,230,466	3.7%

* Less than 1%

- (1) As reported on a Schedule 13D filed with the SEC on April 6, 2021, Amendment 1 to Schedule 13D filed with the SEC on June 14, 2021, Amendment 2 to Schedule 13D filed with the SEC on January 24, 2022, Amendment 3 to Schedule 13D filed with the SEC on February 25, 2022, Amendment 4 to Schedule 13D filed with the SEC on June 28, 2022, and Amendment 5 to Schedule 13D filed with the SEC on August 24, 2022, Playtika Holding UK II Limited, a company incorporated in England and Wales (“PHUKII”), directly owns 212,204,935 Shares and Hazlet Global Limited, a British Virgin Islands company (“Hazlet”), directly owns 18,877,659 Shares. PHUKII is wholly owned by Alpha Frontier Limited, a Cayman Islands company (“Alpha”). Shanghai Cibi Business Information Consultancy Co., Ltd. (f/k/a Chongqing Cibi Business Information Consultancy Co., Ltd.), a People’s Republic of China company (“Shanghai Cibi”), owns a 71.68% interest in the ordinary shares of PHUKII owned by Alpha. 100% of the economic rights of Shanghai Cibi are wholly owned by Shanghai Jukun Network Technology Co., Ltd., a People’s Republic of China company (“Shanghai Jukun”). Giant Network Group Co., Ltd, a People’s Republic of China company (“Giant”), directly and indirectly owns 49.0% of the economic interests of Shanghai Jukun. Giant Investment Co., Ltd., a People’s Republic of China company (“Giant Investment”), owns 51.0% of the economic interests of Shanghai Jukun and 27.87% of the economic interests of Giant through its wholly owned subsidiary Shanghai Giant Investment Management Co., Ltd. Yuzhu Shi owns 97.86% of the economic interests of Giant Investment and indirectly owns a 73.46% interest in the ordinary shares of PHUKII owned by Alpha through Giant Investment and entities controlled by it and may be deemed to beneficially own all of the Shares owned by PHUKII. Hazlet owns a 26.54% interest in the ordinary shares of PHUKII owned by Alpha, in addition to the 18,877,659 Shares it directly owns. All of the economic interests of Alpha and 18,877,659 of the Shares held directly by Hazlet are in turn owned by Equal Sino Limited, a British Virgin Islands company (“Equal Sino”), which is in turn wholly owned by Jing Shi, Yuzhu Shi’s daughter. Shanghai Cibi further has the sole right to vote an additional 2,254,400 Shares pursuant to the voting agreements. In addition, Giant further has the right to vote an additional

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13,067,200 Shares held by certain stockholders of the Company that received equity of the Company pursuant to the 2020 Plan. Each of PHUKII and Alpha share voting and dispositive power of 212,204,935 Shares. Each of Shanghai Cibi and Shanghai Jukun share voting power of 233,336,994 and dispositive power of 212,204,935 Shares. Giant shares voting power of 125,550,610 Shares and shares dispositive power of 74,531,543 Shares. Each of Giant Investment and Mr. Shi share voting power of 246,404,194 Shares and share dispositive power of 212,204,935 Shares. Each of Hazlet, Equal Sino and Ms. Shi share dispositive power of 75,198,390 Shares. The address of the principal business office of each of PHUKII, Alpha, Shanghai Cibi, Shanghai Jukun, Giant, Giant Investment, Hazlet, Equal Sino, Mr. Shi and Ms. Shi is 988 Zhonkai road, Sonjiang District Shanghai, China 200160.

- (2) As reported on a Schedule 13G filed with the SEC on January 27, 2021, On Chau beneficially owns 81,810,506 Shares, comprised of (i) 40,905,253 Shares owned by 8th Wonder Corporation, a British Virgin Islands company (“8th Wonder”), and (ii) 40,905,253 Shares owned by Hotlink Investment Limited, a British Virgin Islands company (“Hotlink”). 8th Wonder is 100% owned by Trustworthy Group Ltd., a British Virgin Islands company (“Trustworthy”). Ms. On Chau is the sole shareholder of Trustworthy, and she holds all voting and investment powers of 8th Wonder and its assets. Hotlink is 100% owned by Infinite Bandwidth Limited, a British Virgin Islands company (“Infinite Bandwidth”). Ms. On Chau is the sole shareholder of Infinite Bandwidth, and she holds all voting and investment powers of Hotlink and its assets. The address for On Chau is Rm 2506, Pacific Place Apartments, Pacific Place, 88 Queensway, Central, Hong Kong. The address of each of 8th Wonder and Hotlink is c/o Max Hua, 21st Floor, Gloucester Tower, The Landmark, 15 Queen’s Road Central, Central, Hong Kong. The address for each of Trustworthy and Infinite Bandwidth is Sea Meadow House, P.O. Box 116, Road Town, Tortola, British Virgin Islands.

Securities Transactions

Based on our records and on information provided to us by our directors, executive officers, affiliates and subsidiaries, neither we nor our subsidiaries, nor, to the best of our knowledge, any of our directors, executive officers, or affiliates has effected any transactions involving the Shares during the 60 days prior to the date hereof.

Arrangements Concerning the Shares

Equity Award Plans. We are authorized to grant stock options and other cash and stock awards under the 2020 Incentive Award Plan, as amended from time to time (the “2020 Plan”). The Compensation Committee of our Board determines the recipients of the equity awards, the type of awards, the required performance measures, and the timing and duration of each grant. As of August 7, 2022, an aggregate of 5,937,805 Shares remained available for future awards under our 2020 Plan, approximately 16,278,537 Shares were subject to currently outstanding options, approximately 14,413,074 Shares were subject to awards of unvested restricted stock units, and approximately 3,478,378 Shares were subject to awards of unvested performance stock units (at “target” levels). Additionally, if, on each January 1 through and including such January 1, 2030, the aggregate number of Shares available for issuance and with respect to which awards may be granted under the 2020 Plan (not including Shares that are subject to outstanding awards granted under the 2020 Plan) is less than 3.5% of the total number of Shares outstanding on such date, the total number of Shares available for issuance under the 2020 Plan will be subject to an annual increase in an amount such that the aggregate number of Shares available for issuance (not including Shares subject to outstanding awards granted under the 2020 Plan) after such increase is equal to the lesser of (1) 3.5% of the total Shares outstanding on such date or (2) such number of Shares determined by our Board.

We also maintain an Employee Stock Purchase Plan pursuant to which we may grant options that are intended to qualify for favorable U.S. federal tax treatment under Section 423 of the Internal Revenue Code. As of August 8, 2022, no Shares were reserved for issuance under the Employee Stock Purchase Plan.

Equity-Based Awards. Our executive officers hold equity awards granted under the 2020 Plan, including stock options, restricted stock units and performance stock units. The following table sets forth, for each the

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Company's executive officers, the number of Shares subject to stock options held by the executive officer as of August 8, 2022.

Name	Grant Date	Option Awards			
		Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable ⁽¹⁾	Option Exercise Price (\$)	Option Expiration Date
Robert Antokol	—	—	—	—	—
Craig Abrahams	6/26/20	480,000	480,000 ⁽²⁾	18.71	6/25/30
Ofer Kinberg	6/26/20	360,000	360,000 ⁽²⁾	18.71	6/25/30
Shlomi Aizenberg	6/26/20	360,000	360,000 ⁽²⁾	18.71	6/25/30
Michael Cohen	6/26/20	380,000	380,000 ⁽²⁾	18.71	6/25/30
Nir Korczak	6/26/20	200,000	200,000	18.71	6/25/30
Erez Rachmil	6/26/20	100,000	100,000	18.71	6/25/30
Eric Rapps	6/26/20	340,000	340,000	18.71	6/25/30
	1/14/21	27,445	45,741	27.00	1/14/31
Yael Yehudai	6/26/20	160,000	160,000	18.71	6/25/30

- (1) The stock options held by our executive officers vest over four years, with 25% of the Shares subject to the stock option vesting on each of the first four anniversaries of the grant date, subject to the executive's continued employment or service on the applicable vesting date.
- (2) In addition to any accelerated vesting pursuant to the terms of the 2020 Plan, the options granted to Messrs. Abrahams, Kinberg, Aizenberg and Cohen will vest on an accelerated basis as follows: (a) in the event of the executive's termination by us without "cause" or the executive's resignation for "good reason" (each as defined in the 2020 Plan) (such termination, a "Qualifying Termination"), such number of Shares subject to the option will vest on the date of such Qualifying Termination as is equal to the number of Shares subject to the option that are scheduled to vest on or prior to the first anniversary of the executive's termination (provided, however, that in the event such termination occurs prior to the date on which 50% of the Shares subject to the option are vested, in no event shall less than 50% of the Shares subject to the option be vested as a result of such Qualifying Termination after giving effect to the acceleration pursuant to this clause (a)); and (b) in the event of an executive's Qualifying Termination within three months prior to, on, or after a change in control (as defined in the 2020 Plan), all of the Shares subject to the option shall vest on the later of (1) the date of such Qualifying Termination or (2) the date of such change in control, in each case, subject to the execution by the executive and the effectiveness of a general release of claims in a form reasonably acceptable to us.

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The following table sets forth, for each the Company's executive officers, the number of Shares subject to restricted stock units and performance stock units held by the executive officer as of August 8, 2022.

Name	Grant Date	Unvested Restricted Stock Units (#)	Unvested Performance Stock Units (#) ⁽¹⁾
Robert Antokol	10/08/20	4,391,100 ⁽²⁾	—
	2/07/22	—	810,811
Craig Abrahams	2/07/22	—	378,378
Ofer Kinberg	2/07/22	—	297,297
Shlomi Aizenberg	2/07/22	—	297,297
Michael Cohen	2/07/22	—	202,703
Nir Korczak	2/07/22	—	148,649
	2/08/21	85,331 ⁽³⁾	—
Erez Rachmil	2/07/22	—	200,000
	2/08/21	25,601 ⁽³⁾	—
Eric Rapps	6/26/20	30,000 ⁽⁴⁾	—
	1/14/21	24,630 ⁽³⁾	—
	2/07/22	—	297,297
Yael Yehudai	2/07/22	—	94,595
	2/08/21	34,133 ⁽³⁾	—

- (1) Up to 25% of the performance stock units are eligible to vest based on the Company's annual revenue growth rate during each of four annual performance periods consisting of calendar years 2022, 2023, 2024 and 2025. For Messrs. Antokol, Kinberg and Aizenberg, in no event shall less than 25 performance periods stock units vest during each performance period. If the executive officer's employment is terminated by the Company other than for "cause" or by the executive for "good reason" (each, as defined in the 2020 Plan), in each case, prior to a change in control, then the executive officer will remain eligible to vest in the number of performance stock units that would vest during the performance period in which the termination date occurred based on actual performance, prorated to reflect the number of days the executive was employed during such performance period, provided that if such qualifying termination occurs within three months prior to a "change in control" (as defined in the 2020 Plan), all outstanding performance stock units at the time of termination will be treated as provided below upon the occurrence of a change in control.
- Upon the occurrence of a change in control, all 100% of the outstanding performance stock units as of the date of the change in control will be eligible to vest based on the passage of time in substantially equal installments on each December 31 occurring following the change in control through and including December 31, 2025, subject to the executive's continued service through the applicable vesting date. In the event an executive officer experiences a qualifying termination after a change in control, but on or prior to December 31, 2025, any outstanding and unvested performance stock units will accelerate and vest in full on the date of termination.
- (2) The remaining unvested restricted stock units will vest in equal installments on each of December 31, 2022, December 31, 2023 and December 31, 2024, subject to the executive's continued service on the applicable vesting date. In addition to any accelerated vesting pursuant to the terms of the 2020 Plan, the restricted stock units will vest on an accelerated basis as follows: (a) in the event of Mr. Antokol's termination by us without "cause" or his resignation for "good reason" (each as defined in the 2020 Plan), (b) in the event of his death, (c) in the event of his disability, or (d) upon a change in control (as defined in the 2020 Plan), subject (in the case of clauses (a) through (c)) to the execution by Mr. Antokol and the effectiveness of a general release of claims in a form reasonably acceptable to us.
- (3) The remaining unvested restricted stock units will vest in equal quarterly installments, subject to the executive's continued service on the applicable vesting date, so that all of the restricted stock units shall be vested on January 15, 2025.
- (4) The remaining unvested restricted stock units will vest on June 26, 2023, subject to Mr. Rapps' continued status as a service provider on the applicable vesting date.

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Director Equity Compensation. Certain of our non-employee directors receive annual grants of fully vested restricted stock units for their service on our Board. As of August 8, 2022, no non-employee members of the Board held outstanding awards.

Director Equity Compensation. Certain of our non-employee directors receive annual grants of fully vested restricted stock units for their service on our Board. As of August 8, 2022, Bing Yuan, Hong Du, Marc Beilinson and Dana Gross held outstanding awards.

The foregoing descriptions of agreements and arrangements involving the Shares are qualified in their entirety by reference to the text of the respective agreements and arrangements, copies of which have been filed with the SEC.

Share Repurchase Authorization. After completing the Offer, we may consider from time to time various means of returning additional excess capital to stockholders, including additional open market purchases, tender offers, dividends, privately negotiated transactions and/or accelerated share repurchases after taking into account our results of operations, financial position and capital requirements, general business conditions, legal, tax and regulatory constraints or restrictions, any contractual restrictions and other factors we deem relevant.

Rule 13e-4 under the Exchange Act generally prohibits us and our affiliates from purchasing any Shares, other than in the Offer, until at least ten business days after the Expiration Date, except pursuant to certain limited exceptions provided in Exchange Act Rule 14e-5. There can be no assurance that we will repurchase Shares in the future.

11. Certain Legal Matters; Regulatory Approvals

We are not aware of any license or regulatory permit that is reasonably likely to be material to our business that might be adversely affected by our acquisition of Shares as contemplated in the Offer or of any approval or other action by any government or governmental, administrative or regulatory authority or agency, domestic, foreign or supranational, that would be required for our acquisition or ownership of Shares as contemplated by the Offer. Should any approval or other action be required, we presently contemplate that we will seek that approval or other action, but we have no current intention to delay the purchase of Shares tendered pursuant to the Offer pending the outcome of any such matter, subject to our right to decline to purchase Shares if any of the conditions in Section 6 have occurred or are deemed by us to have occurred or have not been waived. We cannot predict whether we would be required to delay the acceptance for payment of or payment for Shares tendered pursuant to the Offer pending the outcome of any such matter. We cannot assure you that any approval or other action, if needed, would be obtained or would be obtained without substantial cost or conditions or that the failure to obtain the approval or other action might not result in adverse consequences to our business and financial condition. If certain types of adverse actions are taken with respect to the matters discussed above, or certain approvals, consents, licenses or permits identified above are not obtained, we can decline to accept for payment or pay for any Shares tendered. See Section 6.

12. Certain U.S. Federal Income Tax and Israeli Income Tax Considerations

Certain U.S. Federal Income Tax Considerations

The following discussion is a summary of certain U.S. federal income tax considerations of participating in the Offer. This discussion applies only to beneficial owners of Shares that are “Non-U.S. Holders,” or “U.S. Holders,” each as defined below, that hold Shares as “capital assets” within the meaning of Section 1221 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”) (generally, property held for investment). This discussion is based upon the provisions of the Code, Treasury regulations promulgated thereunder, administrative rulings and judicial decisions, all as of the date hereof. We have not sought any ruling from the U.S. Internal Revenue Service (the “IRS”) with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions and participation in the Offer may result in a different tax result than what is stated in the Offer.

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This discussion also does not address the tax considerations arising under the laws of any U.S. state or local or any non-U.S. jurisdiction, the Medicare tax on net investment income or any alternative minimum tax consequences. In addition, this discussion does not address tax considerations applicable to a stockholder's particular circumstances or to stockholders that may be subject to special tax rules, including, without limitation:

- insurance companies;
- tax-exempt organizations;
- dealers in securities or currencies;
- traders in securities that make mark-to-market elections with respect to Shares;
- banks or other financial institutions;
- real estate investment trusts;
- regulated investment companies;
- "controlled foreign corporations," "passive foreign investment companies," and corporations that accumulate earnings to avoid U.S. federal income tax;
- "qualified foreign pension funds" as defined in Section 897(1)(2) of the Code and entities all of the interests of which are held by qualified foreign pension funds;
- grantor trusts;
- persons whose functional currency for U.S. federal income tax purposes is not the U.S. dollar;
- U.S. expatriates;
- persons that hold Shares as part of a hedge, straddle, conversion, constructive sale or other integrated transaction;
- persons who hold or receive our Shares pursuant to the exercise of any employee stock option or otherwise as compensation; or
- persons subject to special tax accounting rules as a result of any item of gross income with respect to Shares being taken into account in an applicable financial statement.

This summary also does not address the tax consequences of transactions effectuated before, after, or concurrently with the Offer (whether or not any such transactions are consummated in connection with the Offer), including, without limitation, any transaction in which Shares are involved, or the tax consequences to holders of any other interest in the Company, including options or similar rights to acquire Shares.

In addition, this discussion does not address the tax treatment of partnerships or other entities or arrangements that are pass-through entities for U.S. federal income tax purposes or persons that hold Shares through partnerships or other pass-through entities or arrangements. Accordingly, partnerships or other pass-through entities or arrangements that hold Shares and partners in such partnerships or pass-through entities or arrangements should consult their tax advisors regarding the U.S. federal income tax consequences to them.

As used herein, the term "**U.S. Holder**" means a beneficial owner of Shares that, for U.S. federal income tax purposes, is or is treated as any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation created or organized in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, the income of which is subject to U.S. federal income tax regardless of its source; or

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- a trust that (1) is subject to the primary supervision of a U.S. court and all substantial decisions of which are subject to the control of one or more “United States persons” (within the meaning of Section 7701(a)(30) of the Code) or (2) has a valid election in effect to be treated as a United States person for U.S. federal income tax purposes.

As used herein, a “Non-U.S. Holder” is a beneficial holder of Shares that is neither a “U.S. Holder” nor an entity treated as a partnership for U.S. federal income tax purposes.

Stockholders are urged to consult their tax advisors with respect to the application of the U.S. federal income tax laws to their particular situation, as well as any tax consequences to them of participating in the Offer arising under U.S. federal estate or gift tax rules or under the laws of any U.S. state or local or any non-U.S. or other taxing jurisdiction or under any applicable tax treaty.

U.S. Holders

Non-Tendering U.S. Holders

The Offer generally will not result in any U.S. federal income tax consequences to non-tendering U.S. Holders.

Tender of Shares Pursuant to the Offer

Characterization of the Purchase—Distribution vs. Sale Treatment. The exchange of Shares for cash pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder that participates in the Offer will be treated, depending on such U.S. Holder’s particular circumstances, either as recognizing gain or loss from the disposition of the Shares or as receiving a distribution from us as described in more detail below.

Under the stock redemption rules of Section 302 of the Code, a U.S. Holder will recognize gain or loss on an exchange of Shares for cash if the exchange: (a) results in a “complete termination” of all such U.S. Holder’s equity interest in the Company, (b) results in a “substantially disproportionate” redemption with respect to such U.S. Holder, or (c) is “not essentially equivalent to a dividend” with respect to the U.S. Holder (together, the “**Section 302 tests**”). In applying the Section 302 tests, a U.S. Holder must take into account stock that such U.S. Holder constructively owns under certain attribution rules, pursuant to which the U.S. Holder will be treated as owning Shares owned by certain family members (except that in the case of a “complete termination” a U.S. Holder may waive, under certain circumstances, attribution from family members) and related entities and Shares that the U.S. Holder has the right to acquire by exercise of an option. An exchange of Shares for cash will be a substantially disproportionate redemption with respect to a U.S. Holder if (i) the percentage of voting stock owned (directly and by attribution) by such U.S. Holder in the Company immediately after the exchange (and other exchanges made pursuant to the Offer) is less than 80% of the same percentage owned (directly and by attribution) by such U.S. Holder in the Company immediately before the exchange (and other exchanges made pursuant to the Offer) and (ii) the percentage (determined by reference to fair market value) of the then-outstanding common stock (voting or nonvoting) owned (directly and by attribution) by such U.S. Holder in the Company immediately after the exchange (and other exchanges made pursuant to the Offer) is less than 80% of the same percentage owned (directly and by attribution) by such U.S. Holder in the Company immediately before the exchange (and other exchanges made pursuant to the Offer). If an exchange of Shares for cash fails to satisfy the “substantially disproportionate” test, the U.S. Holder nonetheless may satisfy the “not essentially equivalent to a dividend” test. An exchange of Shares for cash will generally satisfy the “not essentially equivalent to a dividend” test if it results in a “meaningful reduction” of the U.S. Holder’s equity interest in the Company. An exchange of Shares for cash that results in any reduction of the proportionate equity interest in the Company held by a U.S. Holder with a relative equity interest that is minimal and who does not exercise any control over or participate in the Company’s management should generally be treated as “not essentially equivalent to a dividend.” U.S. Holders are urged to consult their tax advisors regarding the application of the Section 302 tests to their particular circumstances.

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We cannot predict whether any particular U.S. Holder will be subject to sale or exchange treatment, on the one hand, or distribution treatment, on the other hand. Contemporaneous dispositions or acquisitions of Shares (pursuant to the Offer or otherwise, including market sales and purchases) by a U.S. Holder or related individuals or entities may be deemed to be part of a single integrated transaction and may be taken into account in determining whether the Section 302 tests have been satisfied. Each U.S. Holder should be aware that because proration may occur in the Offer, even if all the Shares actually and constructively owned by a U.S. Holder are tendered pursuant to the Offer, fewer than all of such Shares may be purchased by us. Consequently, we cannot assure you that a sufficient number of any particular U.S. Holder's Shares will be purchased to ensure that this purchase will be treated as a sale or exchange, rather than as a distribution, for U.S. federal income tax purposes pursuant to the rules discussed herein.

Sale or Exchange Treatment. If a U.S. Holder is treated under the Section 302 tests as recognizing gain or loss from the "sale or exchange" of the Shares for cash, such gain or loss will be equal to the difference, if any, between the amount of cash received and such U.S. Holder's tax basis in the Shares exchanged therefor. Generally, a U.S. Holder's tax basis in the Shares will be equal to the cost of the Shares to the U.S. Holder reduced by any previous returns of capital. Any gain or loss will be capital gain or loss and will be long-term capital gain or loss if the holding period of the Shares by such tendering U.S. Holder exceeds one year as of the date of the exchange. Long-term capital gain is currently subject to a reduced rate of tax for non-corporate U.S. Holders (including individuals). The deductibility of capital losses is subject to limitations. A U.S. Holder must calculate gain or loss separately for each block of Shares (generally, Shares acquired at the same cost in a single transaction). A U.S. Holder may be able to designate which blocks of Shares it wishes to tender and the order in which different blocks will be purchased in the event that less than all of its Shares are tendered. Holders of Shares that own separate blocks of Shares should consult their tax advisors with respect to these rules.

Distribution Treatment. If a U.S. Holder is not treated under the Section 302 tests as recognizing gain or loss from the "sale or exchange" of Shares for cash, the entire amount of cash received by such U.S. Holder pursuant to the Offer will be treated as a distribution by the Company with respect to the U.S. Holder's Shares. The amount of any distribution made to a U.S. Holder with respect to Shares generally will be included in such holder's gross income as dividend income in the year actually or constructively received by the Depository, but only to the extent that the distribution is paid out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles). Distributions in excess of our current and accumulated earnings and profits will be treated first as a non-taxable return of capital, thereby reducing the U.S. Holder's adjusted tax basis (but not below zero) in the Shares and thereafter as either long-term or short-term capital gain, as applicable. Any remaining tax basis in the Shares tendered will be transferred to any remaining Shares held by such U.S. Holder.

To the extent that cash received in exchange for Shares is treated as a dividend to a corporate U.S. Holder, (i) it generally will be eligible for a dividends-received deduction (subject to certain requirements and limitations) and (ii) it may be subject to the "extraordinary dividend" provisions of the Code. Corporate U.S. Holders should consult their tax advisors concerning the availability of the dividends-received deduction and the application of the "extraordinary dividend" provisions of the Code in their particular circumstances.

Non-U.S. Holders

Non-Tendering Non-U.S. Holders

The Offer generally will not result in any U.S. federal income tax consequences to non-tendering Non-U.S. Holders.

Tender of Shares Pursuant to the Offer

Sale or Exchange Treatment. Gain realized by a Non-U.S. Holder on a sale of Shares for cash pursuant to the Offer generally will not be subject to U.S. federal income tax if the sale is treated as a "sale or exchange" under

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the Section 302 tests described above under “*U.S. Holders—Tender of Shares Pursuant to Offer—Characterization of the Purchase—Distribution vs. Sale Treatment*” unless: (i) that gain is effectively connected with the conduct of a trade or business in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment) by a Non-U.S. Holder; (ii) the Non-U.S. Holder is a non-resident alien individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or (iii) the Company is or has been a “U.S. real property holding corporation” for U.S. federal income tax purposes (“USRPHC”). The Company believes that it is not, has not been during the applicable period, a USRPHC.

If a Non-U.S. Holder is an individual subject to clause (i) of the preceding paragraph, the Non-U.S. Holder will generally be subject to tax on a net income basis at the regular graduated U.S. federal income tax rates as if such Non-U.S. Holder were a United States person. If a Non-U.S. Holder is a corporation subject to clause (i) of the preceding paragraph, it will be subject to tax on a net income basis at the regular U.S. federal income tax rate as if it were a United States person and, in addition, the Non-U.S. Holder may be subject to the branch profits tax at a rate equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty. If the Non-U.S. Holder is an individual described in clause (ii) of the preceding paragraph, the Non-U.S. Holder will generally be subject to a 30% tax on the gain (or such lower rate as may be specified by an applicable income tax treaty), which may be offset by U.S. source capital losses even though the Non-U.S. Holder is not considered a resident of the United States, provided the Non-U.S. Holder has timely filed U.S. federal income tax returns with respect to such losses.

In the event we are determined to be a USRPHC, as long as our Shares are regularly traded on an established securities market, gain from the disposition of the Shares will be subject to taxation under clause (iii) above only with respect to a Non-U.S. Holder that actually or constructively held more than 5% of our Shares at any time during the applicable period. If gain on the disposition of Shares were subject to taxation under clause (iii) above, the Non-U.S. Holder would be subject to regular United States federal income tax with respect to such gain in generally the same manner as a United States person.

Distribution Treatment. If a Non-U.S. Holder is not treated under the Section 302 tests as recognizing gain or loss on a “sale or exchange” of Shares for cash, the entire amount of cash received by such Non-U.S. Holder pursuant to the Offer (including any amount withheld, as discussed below) will be treated as a distribution by us with respect to the Non-U.S. Holder’s Shares. The treatment for U.S. federal income tax purposes of such distribution as a dividend, tax-free return of capital, or gain from the sale or exchange of Shares will be determined in the manner described above under “*U.S. Holders—Tender of Shares Pursuant to Offer—Distribution Treatment.*” Except as described in the following paragraphs, to the extent that amounts received by the Non-U.S. Holder are treated as dividends, such dividends will be subject to U.S. federal withholding tax at a rate of 30% (or a lower rate specified in an applicable income tax treaty).

If a Non-U.S. Holder is engaged in a trade or business in the United States and the dividend with respect to the Shares is effectively connected with the conduct of that trade or business (and, if required by an applicable income tax treaty, is attributable to a permanent establishment in the United States), then the Non-U.S. Holder generally will be subject to U.S. federal income tax on those dividends on a net income basis (although the dividends will be exempt from the 30% U.S. federal withholding tax, provided certain certification and disclosure requirements are satisfied) in the same manner as if received by a United States person as defined under the Code. Any such effectively connected income received by a non-U.S. corporation may be subject to an additional branch profits tax at a 30% rate (or lower applicable income tax treaty rate). To claim the exemption from withholding for income that is effectively connected with the Non-U.S. Holder’s trade or business within the United States, the Non-U.S. Holder must furnish to the Company’s paying agent a properly executed IRS Form W-8ECI (or applicable successor form).

A Non-U.S. Holder of Shares who wishes to claim the benefit of a reduced rate of U.S. withholding tax under an applicable treaty for dividends that are not effectively connected with the conduct of a trade or business within the United States must furnish to the Company’s paying agent a valid IRS Form W-8BEN or IRS Form

W-8BEN-E (or applicable successor form) certifying that such holder is not a United States person as defined under the Code and such holder's qualification for the reduced rate. A Non-U.S. Holder that is an individual and that wishes to claim a reduced tax rate under an applicable income tax treaty generally must include a Social Security Number (if applicable) or its individual Taxpayer Identification Number. Special certification and other requirements apply to certain Non-U.S. Holders that hold Shares through certain non-U.S. intermediaries or are pass-through entities rather than corporations or individuals. If a Non-U.S. Holder is eligible for a reduced rate of U.S. withholding tax pursuant to an applicable income tax treaty, it may obtain a refund of any excess amounts withheld by timely filing an appropriate claim for refund with the IRS.

Withholding For Non-U.S. Holders. Because, as described above, it is unclear whether the cash received by a Non-U.S. Holder in connection with the Offer will be treated (i) as proceeds of a sale or exchange or (ii) as a distribution, the Company intends to treat such payment as a dividend distribution for withholding purposes. Accordingly, payments to Non-U.S. Holders will be subject to withholding at a rate of 30% of the gross proceeds paid, unless the Non-U.S. Holder establishes an entitlement to a reduced or zero rate of withholding by timely completing, under penalties of perjury, the applicable IRS Form W-8. In order to obtain a reduced or zero rate of withholding pursuant to an applicable income tax treaty, a Non-U.S. Holder must deliver to the Depository, before the payment is made to such Non-U.S. Holder, a properly completed and executed IRS Form W-8BEN (or other applicable IRS Form W-8) claiming such an exemption or reduction. In order to obtain an exemption from withholding on the grounds that the gross proceeds paid pursuant to the Offer are effectively connected with the conduct of a trade or business within the United States, a Non-U.S. Holder must deliver to the Depository before the payment is made to it a properly completed and executed IRS Form W-8ECI. To the extent Non-U.S. Holders tender Shares held in a United States brokerage account or otherwise through a United States broker, dealer, commercial bank, trust company, or other nominee, such Non-U.S. Holders should consult such United States broker or other nominee and their tax advisors to determine the particular withholding procedures that will be applicable to them.

A Non-U.S. Holder may be eligible to obtain a refund of all or a portion of any U.S. federal tax withheld if such stockholder meets the "complete termination," "substantially disproportionate" or "not essentially equivalent to a dividend" tests described above under "*U.S. Holders—Tender of Shares Pursuant to Offer—Characterization of the Purchase—Distribution vs. Sale Treatment*" or if the stockholder is entitled to a reduced or zero rate of withholding pursuant to any applicable income tax treaty and a higher rate was withheld.

Non-U.S. Holders are urged to consult their tax advisors regarding the U.S. federal income tax consequences of participation in the Offer, including the application of U.S. federal income tax withholding rules, eligibility for a reduction of or an exemption from withholding tax, and the procedures for obtaining any available refund, as well as the applicability and effect of state, local, foreign and other tax laws.

Additional Withholding Tax on Payments Made to Foreign Accounts

Withholding taxes may be imposed under Sections 1471 to 1474 of the Code (such Sections commonly referred to as the Foreign Account Tax Compliance Act ("**FATCA**")) on certain types of payments made to non-U.S. financial institutions and certain other non-U.S. entities. Specifically, a 30% withholding tax may be imposed on dividends on our Shares (including, for this purpose, any sale or exchange of Shares treated as a distribution for withholding purposes as described above under "*Non-U.S. Holders—Tender of Shares Pursuant to Offer—Withholding For Non-U.S. Holders*"), or (subject to the proposed Treasury Regulations discussed below) gross proceeds from the sale or other disposition of our Shares paid to a "foreign financial institution" or a "non-financial foreign entity" (each as defined in the Code), unless (1) the foreign financial institution undertakes certain diligence, reporting and withholding obligations, (2) the non-financial foreign entity either certifies it does not have any "substantial United States owners" (as defined in the Code) or furnishes identifying information regarding each substantial United States owner, or (3) the foreign financial institution or non-financial foreign entity otherwise qualifies for an exemption from these rules. If the payee is a foreign financial institution and is subject to the diligence, reporting and withholding requirements in (1) above, it must

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enter into an agreement with the U.S. Department of the Treasury requiring, among other things, that it will undertake to identify accounts held by certain “specified United States persons” or “United States owned foreign entities” (each as defined in the Code), annually report certain information about such accounts and withhold 30% on certain payments to non-compliant foreign financial institutions and certain other account holders. Accordingly, the entity through which our Shares are held will affect the determination of whether such withholding is required. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States governing FATCA may be subject to different rules.

The FATCA withholding tax will apply to all withholdable payments without regard to whether the beneficial owner of the payment would otherwise be entitled to an exemption from imposition of withholding tax pursuant to an applicable tax treaty with the United States or U.S. domestic law. The FATCA withholding tax generally will be creditable against the withholding described in “*Non-U.S. Holders—Tender of Shares Pursuant to Offer*”. Non-U.S. Holders of Shares should consult their tax advisors regarding the potential application of withholding under FATCA to their participation in the Offer.

Proposed U.S. Treasury Regulations have eliminated the application of FATCA withholding to payments of gross proceeds from the disposition of a stock interest in a domestic corporation (such as the Shares). Taxpayers generally may rely on these proposed Treasury Regulations until final Treasury Regulations are issued.

Non-U.S. Holders should consult with their tax advisors regarding the possible implications of these rules.

In general, payments of the proceeds of an exchange of Shares pursuant to the Offer to U.S. Holders are subject to information reporting and U.S. Holders may be subject to backup withholding unless the U.S. Holder furnishes a correct taxpayer identification number and certifies that it is not subject to backup withholding on IRS Form W-9 (or successor form) or otherwise establishes that it is exempt from backup withholding. Each U.S. Holder is required to make such certifications by including a completed and signed copy of IRS Form W-9 that is included as part of the Letter of Transmittal.

Information returns are required to be filed with the IRS in connection with any distributions on the Shares paid to the Non-U.S. Holder, regardless of whether any tax was actually withheld. Copies of information returns that are filed with the IRS may also be made available under the provisions of an applicable treaty or agreement with the tax authorities of the country in which the Non-U.S. Holder resides or is established. Backup withholding, however, generally will not apply to the proceeds payable to a Non-U.S. Holder of Shares provided that the Non-U.S. Holder certifies its non-U.S. status, such as by furnishing to the Company or its paying agent a valid IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-8ECI, or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a Non-U.S. Holder’s U.S. federal income tax liability, provided the required information is timely furnished to the IRS. Each holder should consult with his, her or its tax advisors regarding the application of backup withholding in his, her or its particular circumstances and the availability of, and procedures for obtaining, an exemption from backup withholding under current Treasury Regulations.

Certain Israeli Income Tax Considerations

The following discussion summarizes the material Israeli tax consequences of the offer applicable to stockholders whose Shares are tendered and accepted for payment pursuant to the Offer. The following discussion is based on the Israeli Income Tax Ordinance [New Version], 1961, as amended, or the Ordinance, the regulations promulgated thereunder, administrative rulings and pronouncements, all of which are subject to change, possibly with retroactive effect. Any such change could alter the tax consequences discussed below. There can be no assurance that the Israeli Tax Authority, or the ITA, or a court will not take a position contrary to the Israeli income tax consequences discussed herein or that any such contrary position taken by the ITA or a court would not be sustained. This discussion addresses only Shares that are held as capital assets (generally,

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assets held for investment) within the meaning of the Ordinance. This discussion does not address all of the tax consequences that may be relevant to stockholders in light of their particular circumstances or certain types of stockholders subject to special treatment.

The summary below does not discuss the effects of any non-Israeli tax laws. We recommend that holders of Shares who are U.S. Holders consult their tax advisors regarding the U.S. federal, state and local income tax consequences of the offer. For a discussion of material U.S. federal income tax consequences, see above under “—Certain U.S. Federal Income Tax Considerations.”

Characterization of the Purchase. The ITA has indicated in the past that, depending on the specific circumstances of the case, a purchase by a company of its own shares may be classified for Israeli tax purposes as either a sale of shares or a dividend distribution by the company. Based on such ITA guidance, since we expect that the purchase of Shares by us will not be pro-rata from all of our stockholders, the purchase of Shares by us in the Offer should not be treated as a dividend distribution for Israeli tax purposes. Therefore, receipt of cash for Shares pursuant to the Offer should generally be treated as a capital gain transaction for Israeli income tax purposes, in which a holder of Shares will be treated as having sold such Shares.

Israeli Residents. Israeli law generally imposes a capital gains tax on a sale or disposition of any capital assets by Israeli residents, as defined for Israeli tax purposes, and on the sale of assets by non-Israeli residents, if those assets are either (i) located in Israel, (ii) are shares or a right to a share in an Israeli resident corporation, or (iii) represent, directly or indirectly, rights to assets located in Israel, including shares in a non-Israeli corporation, the majority of whose assets are located in Israel, unless a specific exemption is available or unless a tax treaty between Israel and the stockholder's country of residence provides otherwise (see below). The majority of our assets may be located in Israel and therefore the disposition of Shares in the Offer may impose Israeli capital gains tax on the holder of Shares. If the majority of our assets is located in Israel, Israeli capital gains tax may apply only to the portion of any Real Capital Gain which equals the percentage of our assets, out of our total assets, which are located in Israel at such time.

Tax Rates. Israeli tax law distinguishes between a “Real Capital Gain” and an “Inflationary Surplus.” Inflationary Surplus is computed generally on the basis of the increase in the Israeli Consumer Price Index or, in certain circumstances, a foreign currency exchange rate, between the date of purchase and the date of disposition. Inflationary Surplus is not subject to tax in Israel. Real Capital Gain is the excess of the total capital gain over the Inflationary Surplus. Generally, a Real Capital Gain accrued by individuals on the sale of our Shares will be taxed at the rate of 25%. However, if the individual stockholder is a “substantial stockholder” at the time of sale or at any time during the preceding 12-month period, such gain will be taxed at the rate of 30%. A “substantial stockholder” is generally a person who alone or together with such person's relative or another person who collaborates with such person on a permanent basis, holds, directly or indirectly, at least 10% of any of the “means of control” of the corporation. “Means of control” generally include the right to vote, receive profits, nominate a director or an executive officer, receive assets upon liquidation, or order someone who holds any of the aforesaid rights how to act, regardless of the source of such right. Real Capital Gain derived by corporations from the sale of our Shares will generally be subject to a corporate tax rate of 23% (in 2022). However, the foregoing tax rates will not apply to: (i) dealers in securities; and (ii) in some cases, stockholders who received their Shares through the exercise of employee stock options, restricted stock units or otherwise as compensation.

Non-Israeli residents. Non-Israeli residents should generally be exempt from capital gains tax on the sale of their Shares, provided that such stockholders did not acquire their Shares prior to January 1, 2009 and that the gains are not attributed to a permanent establishment of such stockholders in Israel. However, non-Israeli corporations will not be entitled to such exemption if Israeli residents (i) have a controlling interest of more than 25% in such non-Israeli corporation, or (ii) are the beneficiary of, or are entitled to, 25% or more of the revenues or profits of such non-Israeli corporation, whether directly or indirectly.

In addition, pursuant to the Convention between the Government of the United States of America and the Government of Israel with Respect to Taxes on Income, as amended, or the U.S.-Israel Tax Treaty, the sale,

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exchange or disposition of shares of an Israeli resident corporation by a person who (i) holds their shares as a capital asset, (ii) qualifies as a resident of the United States within the meaning of the U.S.-Israel Tax Treaty, and (iii) is entitled to claim the benefits afforded to such U.S. resident by the U.S.-Israel Tax Treaty (such person is referred to as a U.S. Treaty Resident), generally will not be subject to Israeli capital gains tax unless such U.S. Treaty Resident held, directly or indirectly, shares representing 10.0% or more of the voting power of said corporation during any part of the 12-month period preceding the sale, exchange or disposition, subject to certain conditions, or the capital gains can be allocated to a permanent establishment of such U.S. Treaty Resident in Israel. If the exemption is not available, such sale, exchange or disposition would be subject to Israeli capital gains tax to the extent applicable. Under the U.S.-Israel Tax Treaty, such U.S. Treaty Resident would be permitted to claim a credit for Israeli income tax against the U.S. federal income tax imposed on the disposition, subject to the limitations in the U.S. tax laws applicable to foreign tax credits. Such provision, although referring to disposition of shares of an Israeli resident corporation, might also apply to Israeli capital gains derived from the disposition of shares in a non-Israeli corporation, the majority of whose assets are shares in an Israeli company, which may apply to our Shares.

Israeli Withholding Tax. The gross proceeds payable to a tendering stockholder in the Offer generally will be subject to Israeli withholding tax at the rate of 25% of the stockholder's gain on such sale (for individual stockholders) or 23% (for all other stockholders). We have requested a ruling from the ITA which, if obtained, would confirm the following with respect to the withholding of Israeli tax in the Offer:

(1) payments to be made through non-Israeli brokers to tendering stockholders who certify (in the manner described below) that they (a) hold less than 5% of our outstanding Shares, (b) acquired their Shares on or after our initial public offering on Nasdaq in January 2021, (c) are non-Israeli residents for purposes of the Ordinance, and (d) acquired their Shares when they were non-Israeli residents for purposes of the Ordinance; and who provide certain additional declarations required to establish their exemption from Israeli withholding tax, will not be subject to Israeli withholding tax;

(2) payments to be made to tendering stockholders who certify (in the manner described below) that they are eligible Israeli brokers or Israeli financial institutions holding Shares on behalf of a tendering stockholder will not be subject to Israeli withholding tax, and the relevant Israeli broker or Israeli financial institution will withhold Israeli tax, if any, as required by Israeli law; and

(3) payments to be made to tendering stockholders who are not described in clauses (1) and (2) above will be subject to Israeli withholding tax at the fixed rate of 25% (for individual stockholders) or 23% (for all other stockholders) of the gross proceeds payable to them pursuant to the Offer.

More specifically, based on the ITA ruling, if obtained, if a stockholder tenders its Shares to the Depositary, the Depositary would be required to withhold (through Playtika or a withholding agent appointed by Playtika) Israeli tax at the applicable rate of the gross proceeds payable to such stockholder pursuant to the offer, unless such stockholder, upon the terms and conditions set forth in the Letter of Transmittal, either:

- certifies, by completing properly the Declaration Form (Declaration of Status for Israeli Income Tax Purposes) (the "Declaration Form"), included in the Letter of Transmittal or otherwise delivered to such stockholder, that: (1) such stockholder is NOT a "resident of Israel" for purposes of the Ordinance (and, in the case of corporations, that no Israeli residents hold 25% or more of the means of control of such corporations, whether directly or indirectly) and provides certain additional declarations required to establish such stockholder's exemption from Israeli withholding tax (including that such stockholder holds less than 5% of our outstanding Shares and acquired his, her or its Shares after our initial public offering on Nasdaq in January 2021) and if the stockholder is an individual, provides a copy of a non-Israeli passport and, if the stockholder's consideration exceeds US\$300,000, provides a residency certificate from the tax authorities in his country of residency; or (2) such stockholder is an eligible bank, broker or financial institution resident in Israel holding Shares on behalf of a tendering

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stockholder. Such Declaration Form will provide additional specific statements with respect to this purpose. In such case, where the tendering stockholder was able to timely complete and deliver the Declaration Form, the Depositary will not withhold any Israeli withholding tax from the gross proceeds payable to you pursuant to the Offer; or

- provides the Depositary, as instructed in the Letter of Transmittal, with a valid certificate of exemption or tax approval from the ITA, or ITA Waiver, applying withholding tax at a lesser rate than that described above or otherwise granting a specific exemption from Israeli withholding tax. In such case, the Depositary will withhold (through Playtika or a withholding agent appointed by Playtika) Israeli withholding tax at the rate prescribed by such certificate or approval (or not withhold, if such stockholder is entitled to a full exemption).

We recommend that you consult your tax advisors regarding the application of Israeli income and withholding taxes (including eligibility for any withholding tax reduction or exemption, and the refund procedure).

Please note that if you tender your Shares to the Depositary and provide a Declaration Form, you also consent to the provision of such Declaration Form to us and to the ITA in case the ITA so requests for purposes of audit or otherwise.

All questions as to the validity, form or eligibility of any Declaration Form or ITA Waiver (including time of receipt) and, subject to applicable law, the withholding of Israeli taxes, will be determined by us, in our sole discretion. This determination will be final and binding on all parties. We reserve the absolute right to reject any or all Declaration Forms or ITA Waivers that we determine not to be in proper form or pursuant to which the failure to withhold any Israeli taxes may be unlawful. We also reserve, subject to applicable law, the absolute right, in our sole discretion, to waive any defect or irregularity in any Declaration Form or ITA Waiver of any particular stockholder, whether or not similar defects or irregularities are waived in the case of other stockholders. None of us, our affiliates, our assigns, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities or incur any liability for failure to give any notification.

The Israeli withholding tax is not an additional tax. Rather, the Israeli income tax liability of stockholders subject to Israeli withholding tax will be reduced by the amount of Israeli tax withheld. If Israeli withholding tax results in an overpayment of Israeli taxes, the holder may apply to the ITA in order to obtain a refund. However, no assurance is given as to whether and when the ITA will grant such refund.

THE TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY, IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO PARTICIPATING IN THE OFFER AND IS NOT TAX ADVICE. YOU ARE URGED TO CONSULT YOUR TAX ADVISORS TO DETERMINE THE PARTICULAR TAX CONSEQUENCES TO YOU OF THE OFFER, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND TREATIES.

13. Extension of the Offer; Termination; Amendment

We expressly reserve the right to extend the period of time the Offer is open and delay acceptance for payment of, and payment for, any Shares by giving oral or written notice of such extension to the Depositary and making a public announcement of such extension. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer and to the rights of a tendering stockholder to withdraw such stockholder's Shares.

We also expressly reserve the right, in our sole discretion, not to accept for payment and not to pay for any Shares not previously accepted for payment or paid for, subject to applicable law, to postpone payment for

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Shares or terminate the Offer upon the occurrence of any of the conditions specified in Section 6 by giving oral or written notice of the termination or postponement to the Depositary and making a public announcement of the termination or postponement. Our reservation of the right to delay payment for Shares that we have accepted for payment is limited by Exchange Act Rule 13e-4(f)(5), which requires that we must pay the consideration offered or return the Shares tendered promptly after termination or withdrawal of the Offer.

Subject to compliance with applicable law, we further reserve the right, in our reasonable discretion, and regardless of whether any of the events set forth in Section 6 have occurred or are deemed by us to have occurred, to amend the Offer in any respect, including, without limitation, by changing the per Share purchase price or by increasing or decreasing the number of Shares sought in the Offer. Amendments to the Offer may be made at any time and from time to time by public announcement of the amendment. In the case of an extension, the amendment shall be issued no later than 9:00 a.m., New York City time, on the next business day after the last previously scheduled or announced Expiration Date. Any public announcement made pursuant to the Offer will be disseminated promptly to stockholders in a manner reasonably designed to inform stockholders of the change. Without limiting the manner in which we may choose to make a public announcement, except as required by applicable law, we will have no obligation to publish, advertise or otherwise communicate any public announcement other than by issuing a press release to the PR Newswire or comparable service.

If we materially change the terms of the Offer or the information concerning the Offer, or if we waive a material condition of the Offer, we will extend the Offer to the extent required by Exchange Act Rules 13e-4(e)(3) and 13e-4(f)(1). This rule and related releases and interpretations of the SEC provide that the minimum period during which an Offer must remain open following material changes in the terms of the Offer or information concerning the Offer (other than a change in price or a change in percentage of securities sought) will depend on the facts and circumstances, including the relative materiality of the terms or information. If:

- we increase or decrease the price to be paid for Shares or increase or decrease the number of Shares sought in the Offer (but, in the event of an increase, only if we increase the number of Shares sought by more than 2% of the outstanding Shares), and
- the Offer is scheduled to expire at any time earlier than the expiration of a period ending on the tenth business day from, and including, the date that notice of such an increase or decrease is first published, sent or given to security holders in the manner specified in this Section 13, then, in each case, the Offer will be extended until the expiration of the period of at least ten business days from, and including, the date of such notice. For purposes of the Offer, a “**business day**” means any day other than a Saturday, Sunday or Federal holiday and consists of the time period from 12:01 A.M. through one minute after 11:59 P.M., New York City time.

In accordance with the rules of the SEC, if more than 51,813,472 Shares are tendered in the Offer at the Purchase Price, we may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer. See Section 1.

14. Fees and Expenses

We have retained D.F. King & Co., Inc. to act as Information Agent and American Stock Transfer & Trust Company, LLC to act as Depositary in connection with the Offer. The Information Agent may contact holders of Shares by mail, telephone, email and personal interviews and may request brokers, dealers, commercial banks, trust companies and other nominee stockholders to forward materials relating to the Offer to beneficial owners. The Information Agent and the Depositary will each receive reasonable and customary compensation for their respective services, will be reimbursed by us for reasonable out-of-pocket expenses and will be indemnified against certain liabilities in connection with the Offer.

We will not pay any fees or commissions to brokers, dealers, commercial banks, trust companies or other nominees (other than fees to our financial advisor, and the Information Agent as described above) for soliciting

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tenders of Shares pursuant to the Offer. Stockholders holding Shares through brokers, dealers, commercial banks, trust companies or other nominees are urged to consult the brokers, dealers, commercial banks, trust companies or other nominees to determine whether transaction costs may apply if stockholders tender Shares through the brokers, dealers, commercial banks, trust companies or other nominees and not directly to the Depository. We will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies or other nominees for customary mailing and handling expenses incurred by them in forwarding this Offer to Purchase, the Letter of Transmittal and related materials to the beneficial owners of Shares held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank, trust company or other nominee has been authorized to act as our agent or the agent of Information Agent or the Depository for purposes of the Offer. We will pay or cause to be paid all share transfer taxes, if any, on our purchase of Shares except as otherwise provided in Section 5 hereof and Instruction 6 in the Letter of Transmittal.

15. Miscellaneous

We are not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If we become aware of any jurisdiction where the making of the Offer or the acceptance of Shares pursuant to the Offer is not in compliance with any applicable law, we will make a good faith effort to comply with the applicable law. If, after a good faith effort, we cannot comply with the applicable law, the Offer will not be made to, nor will tenders be accepted from or on behalf of, the holders of Shares residing in that jurisdiction. In any jurisdiction where the securities, “blue sky” or other laws require the Offer to be made by a licensed broker or dealer, the Offer will be deemed to be made on our behalf by one or more registered brokers or dealers licensed under the laws of the jurisdiction.

Pursuant to Exchange Act Rule 13e-4, we have filed with the SEC the Schedule TO, which contains additional information relating to the Offer. The Schedule TO, including the exhibits and any amendments thereto, may be examined, and copies may be obtained, at the same places and in the same manner set forth in Section 9 with respect to information concerning our company.

You should rely only on the information contained in this document or to which we have referred you. We have not authorized anyone to provide you with information or to make any representation on our behalf in connection with the Offer other than those contained in this Offer to Purchase and the related Letter of Transmittal. If given or made, you should not rely on that information or representation as having been authorized by us, any member of our Board (or any committee thereof), the Depository, the Information Agent or any of our other advisors or representatives or any representatives or advisors of any of the foregoing.

OUR BOARD (UPON THE RECOMMENDATION OF THE SPECIAL COMMITTEE OF THE BOARD) HAS AUTHORIZED US TO MAKE THE OFFER. HOWEVER, NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS MADE ANY RECOMMENDATION AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO MAKE ANY RECOMMENDATION ON OUR BEHALF AS TO WHETHER YOU SHOULD TENDER OR REFRAIN FROM TENDERING YOUR SHARES. NONE OF THE COMPANY, THE MEMBERS OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING HAS AUTHORIZED ANY PERSON TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN CONNECTION WITH THE OFFER OTHER THAN THOSE CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL.

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YOU SHOULD NOT RELY ON ANY RECOMMENDATION, OR ANY SUCH REPRESENTATION OR INFORMATION, AS HAVING BEEN AUTHORIZED BY US, ANY MEMBER OF OUR BOARD (OR ANY COMMITTEE THEREOF), THE INFORMATION AGENT, THE DEPOSITARY, OR ANY OF OUR OTHER REPRESENTATIVES OR ADVISORS OR ANY REPRESENTATIVES OR ADVISORS OF ANY OF THE FOREGOING.

Playtika Holding Corp.
August 29, 2022

SCHEDULE I**DIRECTORS AND EXECUTIVE OFFICERS OF PLAYTIKA HOLDING CORP.**

The following table sets forth the names and positions of the directors and executive officers of Playtika Holding Corp. The address of each of our directors and executive officers is care of Playtika Holding Corp., HaChoshlim St 8, Herzliya Pituach, Israel (telephone number: 972-73-316-3251).

Name	Position(s)
Officers	
Robert Antokol	Chief Executive Officer and Chairperson of the Board
Craig Abrahams	President and Chief Financial Officer
Ofer Kinberg	Chief Revenue Officer
Shlomi Aizenberg	Chief Operating Officer
Michael Cohen	Chief Legal Officer and Corporate Secretary
Nir Korczak	Chief Marketing Officer
Erez Rachmil	Chief Technology Officer
Eric Rapps	Chief Strategy Officer
Yael Yehudai	Chief Human Resources Officer
Directors	
Robert Antokol	Chief Executive Officer and Chairperson of the Board
Marc Beilinson	Director
Hong Du	Director
Dana Gross	Director
Tian Lin	Director
James Lu	Director
Bing Yuan	Director

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The Letter of Transmittal and certificates for Shares, and any other required documents should be sent or delivered by each stockholder or the stockholder's broker, dealer, commercial bank, trust company or nominee to the Depository at one of its addresses set forth below. To confirm delivery of Shares, stockholders are directed to contact the Depository. Stockholders submitting certificates representing Shares to be tendered must deliver such certificates together with the Letter of Transmittal and any other required documents by mail or overnight courier. Facsimile copies of Share certificates will not be accepted.

The Depository for the Offer is:



By Mail:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Registered, Certified or Express Mail or Overnight Courier:
American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission (for eligible institutions only): (718) 234-5001

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and address set forth below. Requests for additional copies of this Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery or related documents may be directed to the Information Agent at its telephone number or address set forth below. You may also contact your broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:
D.F. KING & CO., INC.
48 Wall Street, 22nd Floor
New York, NY 10005
Banks and Brokers Call: (212) 269-5550
All Others Call Toll Free: (877) 871-1741
Email: playtika@dfking.com

Letter of Transmittal For Tender of Shares of Common Stock
by
PLAYTIKA HOLDING CORP.
Up to 51,813,472 Shares of its Common Stock
at \$11.58 Net Per Share in Cash Pursuant to the Offer to Purchase dated August 29, 2022

The undersigned represents that I (we) have full authority to surrender without restriction the certificate(s) listed below. You are hereby authorized and instructed to deliver to the applicable address indicated below (unless otherwise instructed in the boxes in the following page) a check representing a cash payment for shares of common stock, par value \$0.01 per share (collectively, the "Shares"), of Playtika Holding Corp., a Delaware corporation ("Playtika"), tendered pursuant to this Letter of Transmittal, at a price of \$11.58 per share, net to the seller in cash, without interest and less any applicable withholding taxes, upon the terms and subject to the conditions set forth in the Offer to Purchase, dated August 29, 2022 (as it may be amended or supplemented from time to time, the "Offer to Purchase" and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, and other related materials as may be amended or supplemented from time to time, the "Offer").

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE "EXPIRATION DATE") OR EARLIER TERMINATED.

Method of delivery of the certificate(s) is at the option and risk of the owner thereof. *See Instruction 2.*

Mail or deliver this Letter of Transmittal, together with the certificate(s) representing your shares, to:



If delivering by hand, express mail, courier,
or other expedited service:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By mail:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

Pursuant to the Offer to purchase up to 51,813,472 Shares, the undersigned encloses herewith and surrenders the following certificate(s) representing Shares of Playtika:

DESCRIPTION OF SHARES SURRENDERED				
Name(s) and Address(es) of Registered Owner(s) (If blank, please fill in exactly as name(s) appear(s) on share certificate(s))	Shares Surrendered (attached additional list if necessary)			
	Certificated Shares**			
	Certificate Number(s)*	Total Number of Shares Represented by Certificate(s)*	Number of Shares Surrendered**	Book Entry Shares Surrendered
	Total Shares			
* Need not be completed by book-entry stockholders. ** Unless otherwise indicated, it will be assumed that all shares of common stock represented by certificates described above are being surrendered hereby.				

PLEASE READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL. IF APPLICABLE TO YOU, MAKE SURE YOU COMPLETE THE DECLARATION FORM (“DECLARATION OF STATUS FOR ISRAELI INCOME TAX PURPOSES”) INCLUDED HEREIN TO PREVENT ISRAELI WITHHOLDING TAX.

IF YOU WOULD LIKE ADDITIONAL COPIES OF THIS LETTER OF TRANSMITTAL OR ANY OF THE OTHER OFFERING DOCUMENTS, YOU SHOULD CONTACT THE INFORMATION AGENT, D.F. KING & CO., INC., AT (877) 871-1741.

You have received this Letter of Transmittal in connection with the offer of Playtika Holding Corp., a Delaware corporation (“Playtika”), to purchase up to 51,813,472 shares of its issued and outstanding common stock, par value \$0.01 per share (collectively, the “Shares”), at a price of \$11.58 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, as described in the Offer to Purchase, dated August 29, 2022 (as it may be amended or supplemented from time to time, the “Offer to Purchase” and, together with this Letter of Transmittal, as it may be amended or supplemented from time to time, and other related materials as may be amended or supplemented from time to time, the “Offer”).

You should use this Letter of Transmittal to deliver to American Stock Transfer & Trust Company (the “Depository”) Shares represented by stock certificates, or held in book-entry form on the books of Playtika, for tender. If you are delivering your Shares by book-entry transfer to an account maintained by the Depository at The Depository Trust Company (“DTC”), you must use an Agent’s Message (as defined in Instruction 2 below). In this Letter of Transmittal, stockholders who deliver certificates representing their Shares are referred to as “Certificate Stockholders,” and stockholders who deliver their Shares through book-entry transfer are referred to as “Book-Entry Stockholders.”

If certificates for your Shares are not immediately available or you cannot deliver your certificates and all other required documents to the Depository prior to the Expiration Date or you cannot complete the book-entry transfer procedures prior to the Expiration Date, you may nevertheless tender your Shares according to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. See Instruction 2 below. **Delivery of documents to DTC will not constitute delivery to the Depository.**

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER TO THE ACCOUNT MAINTAINED BY THE DEPOSITARY WITH DTC AND COMPLETE THE FOLLOWING (ONLY FINANCIAL INSTITUTIONS THAT ARE PARTICIPANTS IN DTC MAY DELIVER SHARES BY BOOK-ENTRY TRANSFER):

Name of Tendering
Institution: _____

DTC Participant
Number: _____

Transaction Code
Number: _____

CHECK HERE IF TENDERED SHARES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE DEPOSITARY AND COMPLETE THE FOLLOWING (PLEASE ENCLOSE A PHOTOCOPY OF SUCH NOTICE OF GUARANTEED DELIVERY):

Name(s) of Registered Owner(s): _____

Window Ticket Number (if any) or DTC Participant
Number: _____

Date of Execution of Notice of Guaranteed
Delivery: _____

Name of Institution which Guaranteed
Delivery: _____

Ladies and Gentlemen:

The undersigned hereby tenders to Playtika Holding Corp., a Delaware corporation (“Playtika”) the above-described shares of its issued and outstanding common stock, par value \$0.01 per share (collectively, the “Shares”), at a price of \$11.58 per Share, net to the seller in cash, without interest and less any applicable withholding taxes, on the terms and subject to the conditions set forth in the Offer to Purchase, receipt of which is hereby acknowledged, and this Letter of Transmittal (as it may be amended or supplemented from time to time, this “Letter of Transmittal” and, together with the Offer to Purchase, as it may be amended or supplemented from time to time, and other related materials as may be amended or supplemented from time to time, the “Offer”). The undersigned understands that Playtika reserves the right to transfer or assign, from time to time, in whole or in part, to one or more of its affiliates, the right to purchase the Shares tendered herewith.

On the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of such extension or amendment), subject to, and effective upon, acceptance for payment and payment for the Shares validly tendered herewith, and not properly withdrawn, prior to the Expiration Date in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, Playtika, all right, title and interest in and to all of the Shares being tendered hereby and any and all cash dividends, distributions, rights, other Shares or other securities issued or issuable in respect of such Shares on or after August 29, 2022 (collectively, “Distributions”). In addition, the undersigned hereby irrevocably appoints American Stock Transfer & Trust Company, LLC (the “Depositary”) the true and lawful agent and attorney-in-fact and proxy of the undersigned with respect to such Shares and any Distributions with full power of substitution (such proxies and power of attorney being deemed to be an irrevocable power coupled with an interest in the tendered shares) to the full extent of such stockholder’s rights with respect to such Shares and any Distributions (a) to deliver certificates representing Shares (the “Share Certificates”) and any Distributions, or transfer of ownership of such Shares and any Distributions on the account books maintained by DTC, together, in either such case, with all accompanying evidence of transfer and authenticity, to or upon the order of Playtika, (b) to present such Shares and any Distributions for transfer on the books of Playtika, and (c) to receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares and any Distributions, all in accordance with the terms and subject to the conditions of the Offer.

The undersigned hereby irrevocably appoints each of the designees of Playtika the attorneys-in-fact and proxies of the undersigned, each with full power of substitution, to the full extent of such stockholder’s rights with respect to the Shares tendered hereby which have been accepted for payment and with respect to any Distributions. The designees of Playtika will, with respect to the Shares and any associated Distributions for which the appointment is effective, be empowered to exercise all voting and any other rights of such stockholder, as they, in their sole discretion, may deem proper at any annual, special, adjourned or postponed meeting of Playtika’s stockholders, by written consent in lieu of any such meeting or otherwise. This proxy and power of attorney shall be irrevocable and coupled with an interest in the tendered Shares. Such appointment is effective when, and only to the extent that, Playtika accepts the Shares tendered with this Letter of Transmittal for payment pursuant to the Offer. Upon the effectiveness of such appointment, without further action, all prior powers of attorney, proxies and consents given by the undersigned with respect to such Shares and any associated Distributions will be revoked and no subsequent powers of attorney, proxies, consents or revocations may be given (and, if given, will not be deemed effective). Playtika reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon Playtika’s acceptance for payment of such Shares, Playtika must be able to exercise full voting, consent and other rights, to the extent permitted under applicable law, with respect to such Shares and any associated Distributions, including voting at any meeting of stockholders or executing a written consent concerning any matter.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares and any Distributions tendered hereby and, when the same are accepted for payment by Playtika, Playtika will acquire good, marketable and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The

undersigned hereby represents and warrants that the undersigned is the registered owner of the Shares, or the Share Certificate(s) have been endorsed to the undersigned in blank, or the undersigned is a participant in DTC whose name appears on a security position listing as the owner of the Shares. The undersigned will, upon request, execute and deliver any additional documents deemed by the Depository or Playtika to be necessary or desirable to complete the sale, assignment and transfer of the Shares and any Distributions tendered hereby. In addition, the undersigned shall promptly remit and transfer to the Depository for the account of Playtika any and all Distributions in respect of the Shares tendered hereby, accompanied by appropriate documentation of transfer and, pending such remittance or appropriate assurance thereof, Playtika shall be entitled to all rights and privileges as owner of any such Distributions and may withhold the entire purchase price or deduct from the purchase price the amount or value thereof, as determined by Playtika in its sole discretion.

It is understood that the undersigned will not receive payment for the Shares unless and until the Shares are accepted for payment and until the Share Certificate(s) owned by the undersigned are received by the Depository at the applicable address set forth above, together with such additional documents as the Depository may require, or, in the case of Shares held in book-entry form, ownership of Shares is validly transferred on the account books maintained by DTC, and until the same are processed for payment by the Depository.

IT IS UNDERSTOOD THAT THE METHOD OF DELIVERY OF THE SHARES, THE SHARE CERTIFICATE(S) AND ALL OTHER REQUIRED DOCUMENTS (INCLUDING DELIVERY THROUGH DTC) IS AT THE OPTION AND RISK OF THE UNDERSIGNED AND THAT THE RISK OF LOSS OF SUCH SHARES, SHARE CERTIFICATE(S) AND OTHER DOCUMENTS SHALL PASS ONLY AFTER THE DEPOSITARY HAS ACTUALLY RECEIVED THE SHARES OR SHARE CERTIFICATE(S) (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION (AS DEFINED BELOW)). IF DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. DELIVERY WILL BE DEEMED EFFECTIVE AND RISK OF LOSS AND TITLE WILL PASS FROM THE OWNER ONLY WHEN RECEIVED BY THE EXCHANGE AGENT. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

All authority conferred or agreed to be conferred pursuant to this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned understands that:

1. the tender of Shares properly tendered pursuant to any of the procedures described in Section 3 of the Offer to Purchase and in the instructions to this Letter of Transmittal and not properly withdrawn pursuant to Section 4 of the Offer to Purchase constitutes the undersigned's acceptance of the terms and conditions of the Offer, and Playtika's acceptance for payment of the Shares tendered pursuant to the Offer will constitute a binding agreement between the undersigned and Playtika in accordance with the terms and subject to the conditions of the Offer;

2. it is a violation of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended, for a person, acting alone or in concert with others, directly or indirectly, to tender Shares for such person's own account unless, at the time of tender and at the Expiration Date, such person has a "net long position" in (i) the Shares that is equal to or greater than the amount tendered, and will deliver or cause to be delivered such Shares for the purpose of tender to Playtika within the period specified in the Offer, or (ii) other securities immediately convertible into, exercisable for or exchangeable into Shares ("Equivalent Securities") that is equal to or greater than the amount tendered and, upon the acceptance of such tender, will acquire such Shares by conversion, exchange or exercise of such Equivalent Securities to the extent required by the terms of the Offer, and will

deliver or cause to be delivered such Shares so acquired for the purpose of tender to Playtika within the period specified in the Offer. Rule 14e-4 also provides a similar restriction applicable to the tender or guarantee of a tender on behalf of another person. A tender of Shares made pursuant to any method of delivery set forth in this Letter of Transmittal will constitute the tendering stockholder's representation and warranty to Playtika that (i) such stockholder has a "net long position" in Shares or Equivalent Securities being tendered within the meaning of Rule 14e-4, and (ii) such tender of Shares complies with Rule 14e-4;

3. Playtika will, upon the terms and subject to the conditions of the Offer, purchase Shares properly tendered and not properly withdrawn at a price equal to \$11.58 per Share;

4. Playtika reserves the right, in its sole discretion, to change the per Share purchase price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. In accordance with the rules of the Securities and Exchange Commission (the "SEC"), if more than 51,813,472 Shares are tendered in the Offer, Playtika may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares without extending the Offer;

5. only Shares properly tendered and not properly withdrawn will be purchased upon the terms and subject to the conditions of the Offer. However, because of proration provisions described in the Offer to Purchase, Playtika may not purchase all of the Shares tendered if more than 51,813,472 Shares are properly tendered and not properly withdrawn;

6. Shares not purchased in the Offer, including Shares not purchased because of proration, will be returned to you at Playtika's expense promptly after the Expiration Date;

7. upon the terms and subject to the conditions of the Offer and subject to applicable law, Playtika expressly reserves the right, in its sole discretion, (i) upon the occurrence of any of the events set forth in Section 6 of the Offer to Purchase, (a) to terminate the Offer and return all tendered Shares to tendering stockholders, (b) extend the Offer and, subject to withdrawal rights as set forth in the Offer to Purchase, retain all of the tendered Shares until the expiration of the Offer as so extended, (c) waive a condition of the Offer and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the Shares properly tendered and not properly withdrawn prior to the Expiration Date or (d) delay acceptance of payment or payment for Shares, subject to applicable law, until satisfaction or waiver of the conditions to the Offer, and (ii) to extend the period of time during which the Offer is open, and thereby delay acceptance for payment of, and payment for, any Shares, by giving oral or written notice of such extension to the Depositary and making a public announcement thereof. During any such extension, all Shares previously tendered and not properly withdrawn will remain subject to the Offer and to the rights of a tendering stockholder to withdraw such stockholder's Shares;

8. stockholders who cannot deliver certificates for their Shares and all other required documents to the Depositary or complete the procedures for book-entry transfer prior to the Expiration Date may tender their Shares by properly completing and duly executing the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase;

9. Playtika has advised the undersigned to consult with the undersigned's advisors as to the consequences of tendering Shares pursuant to the Offer; and

10. THE OFFER IS NOT BEING MADE TO, NOR WILL TENDERS OF SHARES BE ACCEPTED FROM OR ON BEHALF OF, STOCKHOLDERS IN ANY JURISDICTION IN WHICH THE MAKING OR ACCEPTANCE OF THE OFFER WOULD NOT BE IN COMPLIANCE WITH THE LAWS OF THAT JURISDICTION.

The undersigned agrees to all of the terms and conditions of the Offer. Unless otherwise indicated herein under "Special Payment Instructions," please issue the check for the purchase price in the name(s) of, and/or

return any Share Certificates representing Shares not tendered or accepted for payment to, the registered owner(s) appearing under "Description of Shares Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the purchase price and/or return any Share Certificates representing Shares not tendered or accepted for payment (and accompanying documents, as appropriate) to the address(es) of the registered owner(s) appearing under "Description of Shares Tendered." In the event that both the Special Delivery Instructions and the Special Payment Instructions are completed, please issue the check for the purchase price and/or issue any Share Certificates representing Shares not tendered or accepted for payment (and any accompanying documents, as appropriate) in the name of, and deliver such check and/or return such Share Certificates (and any accompanying documents, as appropriate) to, the person or persons so indicated. Unless otherwise indicated herein in the box titled "Special Payment Instructions," please credit any Shares tendered hereby or by an Agent's Message and delivered by book-entry transfer, but which are not purchased, by crediting the account at DTC designated above. The undersigned recognizes that Playtika has no obligation pursuant to the Special Payment Instructions to transfer any Shares from the name of the registered owner thereof if Playtika does not accept for payment any of the Shares so tendered.

SPECIAL PAYMENT INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price in consideration of Shares accepted for payment are to be issued in the name of someone other than the undersigned or if Shares tendered by book-entry transfer which are not accepted for payment are to be returned by credit to an account maintained at DTC other than that designated above.

Issue: Check and/or Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

(Tax Identification or Social Security Number)

Credit Shares tendered by book-entry transfer that are not accepted for payment to the DTC account set forth below.

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 1, 4, 5 and 7)

To be completed ONLY if Share Certificate(s) not tendered or not accepted for payment and/or the check for the purchase price of Shares accepted for payment are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown in the box titled "Description of Shares Tendered" above.

Deliver: Check(s) and/or Share Certificates to:

Name: _____
(Please Print)

Address: _____

(Include Zip Code)

IMPORTANT — SIGN HERE

(U.S. Holders Please Also Complete the Enclosed IRS Form W-9)

(Non-U.S. Holders Please Obtain and Complete IRS Form W-8BEN or Other Applicable IRS Form W-8)

(Non-Israeli Tax Residents Please Also Complete a Declaration Form (Declaration of Status for Israeli Income Tax Purposes))

(Signature(s) of Stockholder(s))

Dated: _____, 2022

(Must be signed by registered owner(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered owner(s) by certificates and documents transmitted herewith. If signature is by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, please set forth full title and see Instruction 5. For information concerning signature guarantees, see Instruction 1.)

Name(s): _____
(Please Print)

Capacity (full title): _____

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

Email Address: _____

Tax Identification or
Social Security No.: _____

GUARANTEE OF SIGNATURE(S)
(For use by Eligible Institutions only;
see Instructions 1 and 5)

Name of Firm: _____

(Include Zip Code)

Authorized Signature: _____

Name: _____

(Please Type or Print)

Area Code and Telephone Number: _____

Dated: _____, 20__

Place medallion guarantee in space below:

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Offer

1. Guarantee of Signatures. Except as otherwise provided below, all signatures on this Letter of Transmittal must be guaranteed by a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a member in good standing of a recognized Medallion Program approved by the Securities Transfer Association, Inc., including the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Program and the Stock Exchanges Medallion Program (each, an “Eligible Institution”). Signatures on this Letter of Transmittal need not be guaranteed (a) if this Letter of Transmittal is signed by the registered owner(s) (which term, for purposes of this document, includes any participant in any of DTC’s systems whose name appears on a security position listing as the owner of the Shares) of Shares tendered herewith and such registered owner has not completed the box titled “Special Payment Instructions” or the box titled “Special Delivery Instructions” on this Letter of Transmittal or (b) if such Shares are tendered for the account of an Eligible Institution. See Instruction 5.

2. Delivery of Letter of Transmittal and Certificates or Book-Entry Confirmations. This Letter of Transmittal is to be completed by stockholders if Share Certificates are to be forwarded herewith. If tenders are to be made pursuant to the procedures for tender by book-entry transfer set forth in Section 3 of the Offer to Purchase, an Agent’s Message must be utilized. A manually executed facsimile of this document may be used in lieu of the original. Share Certificates representing all physically tendered Shares, or confirmation of any book-entry transfer into the Depository’s account at DTC of Shares tendered by book-entry transfer (“Book Entry Confirmation”), as well as this Letter of Transmittal properly completed and duly executed with any required signature guarantees, or an Agent’s Message in the case of a book-entry transfer, and any other documents required by this Letter of Transmittal, must be received by the Depository at the applicable address set forth herein prior to the Expiration Date. Please do not send your Share Certificates directly to Playtika.

Stockholders whose Share Certificates are not immediately available or who cannot deliver all other required documents to the Depository prior to the Expiration Date or who cannot complete the procedures for book-entry transfer prior to the Expiration Date may nevertheless tender their Shares by properly completing and duly executing a Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure: (a) such tender must be made by or through an Eligible Institution, (b) a properly completed and duly executed Notice of Guaranteed Delivery substantially in the form provided by Playtika must be received by the Depository prior to the Expiration Date, and (c) Share Certificates representing all tendered Shares, in proper form for transfer (or a Book Entry Confirmation with respect to such Shares), this Letter of Transmittal (or facsimile thereof), properly completed and duly executed with any required signature guarantees (or, in the case of a book-entry transfer, an Agent’s Message), and all other documents required by this Letter of Transmittal, if any, must be received by the Depository within two NASDAQ Global Select Market trading days after the date of execution of such Notice of Guaranteed Delivery.

A properly completed and duly executed Letter of Transmittal (or facsimile thereof) must accompany each such delivery of Share Certificates to the Depository.

The term “Agent’s Message” means a message, transmitted through electronic means by DTC to, and received by, the Depository and forming part of a Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the participant in DTC tendering the Shares which are the subject of such Book-Entry Confirmation that such participant has received and agrees to be bound by the terms of this Letter of Transmittal and that Playtika may enforce such agreement against the participant. The term “Agent’s Message” also includes any hard copy printout evidencing such message generated by a computer terminal maintained at the Depository’s office.

THE METHOD OF DELIVERY OF THE SHARES, THIS LETTER OF TRANSMITTAL AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE ELECTION

AND RISK OF THE TENDERING STOCKHOLDER. DELIVERY OF ALL SUCH DOCUMENTS WILL BE DEEMED MADE AND RISK OF LOSS OF THE SHARE CERTIFICATES SHALL PASS ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, BY BOOK-ENTRY CONFIRMATION). IF SUCH DELIVERY IS BY MAIL, IT IS RECOMMENDED THAT ALL SUCH DOCUMENTS BE SENT BY PROPERLY INSURED REGISTERED MAIL WITH RETURN RECEIPT REQUESTED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering stockholders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

All questions as to validity, form and eligibility (including time of receipt) of the surrender of any Share Certificate hereunder, including questions as to the proper completion or execution of any Letter of Transmittal, Notice of Guaranteed Delivery or other required documents and as to the proper form for transfer of any certificate of Shares, will be determined by Playtika in its sole and absolute discretion (which may delegate power in whole or in part to the Depositary) which determination will be final and binding. Playtika reserves the absolute right to reject any and all tenders determined by it not to be in proper form or the acceptance for payment of or payment for which may be unlawful. Playtika also reserves the absolute right to waive any defect or irregularity in the surrender of any Shares or Share Certificate(s) whether or not similar defects or irregularities are waived in the case of any other stockholder. A surrender will not be deemed to have been validly made until all defects and irregularities have been cured or waived. Playtika and the Depositary shall make reasonable efforts to notify any person of any defect in any Letter of Transmittal submitted to the Depositary.

3. Inadequate Space. If the space provided herein is inadequate, the certificate numbers and/or the number of Shares should be listed on a separate schedule attached hereto and separately signed on each page thereof in the same manner as this Letter of Transmittal is signed.

4. Partial Tenders (Applicable to Certificate Stockholders Only). If fewer than all the Shares evidenced by any Share Certificate delivered to the Depositary are to be tendered, fill in the number of Shares which are to be tendered in the column titled "Number of Shares Tendered" in the box titled "Description of Shares Tendered." In such cases, new certificate(s) for the remainder of the Shares that were evidenced by the old certificate(s) but not tendered will be sent to the registered owner, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depositary will be deemed to have been tendered unless otherwise indicated.

5. Signatures on Letter of Transmittal; Stock Powers and Endorsements. If this Letter of Transmittal is signed by the registered owner(s) of the Shares tendered hereby, the signature(s) must correspond with the name(s) as written on the face of the Share Certificate(s) without alteration or any other change whatsoever.

If any Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in the names of different holder(s), it will be necessary to complete, sign and submit as many separate Letters of Transmittal (or facsimiles thereof) as there are different registrations of such Shares.

If this Letter of Transmittal or any certificates or stock powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to Playtika of their authority so to act must be submitted.

If this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment is to be made to, or Share Certificates representing Shares not tendered or accepted for payment are to be issued in the name of, a person other than the registered owner(s), in which case the Share Certificates representing the Shares tendered by this Letter of Transmittal must be endorsed or accompanied by appropriate stock powers, in either case, signed exactly as the name(s) of the registered owner(s) or holder(s) appear(s) on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Share(s) listed, the Share Certificate(s) must be endorsed or accompanied by the appropriate stock powers, in either case, signed exactly as the name or names of the registered owner(s) or holder(s) appear(s) on the Share Certificate(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. Transfer Taxes. Except as otherwise provided in this Instruction 6, Playtika will pay any transfer taxes with respect to the transfer and sale of Shares to it or to its order pursuant to the Offer (for the avoidance of doubt, transfer taxes do not include United States federal income or backup withholding taxes or Israeli income tax). If, however, payment of the purchase price is to be made to, or (in the circumstances permitted hereby) if Share Certificates not tendered or accepted for payment are to be registered in the name of, any person other than the registered owner(s), or if tendered Share Certificates are registered in the name of any person other than the person signing this Letter of Transmittal, the amount of any transfer taxes (whether imposed on the registered owner(s) or such person) payable on account of the transfer to such person will be deducted from the purchase price unless satisfactory evidence of the payment of such taxes, or exemption therefrom, is submitted.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Share Certificates listed in this Letter of Transmittal.

7. Special Payment and Delivery Instructions. If a check for the purchase price is to be issued, and/or Share Certificates representing Shares not tendered or accepted for payment are to be issued or returned to, a person other than the signer(s) of this Letter of Transmittal or to an address other than that shown in the box titled "Description of Shares Tendered" above, the appropriate boxes on this Letter of Transmittal should be completed. Stockholders delivering Shares tendered hereby or by Agent's Message by book-entry transfer may request that Shares not purchased be credited to an account maintained at DTC as such stockholder may designate in the box titled "Special Payment Instructions" herein. If no such instructions are given, all such Shares not purchased will be returned by crediting the same account at DTC as the account from which such Shares were delivered.

8. Requests for Assistance or Additional Copies. Questions or requests for assistance may be directed to the Information Agent at its address and telephone number set forth below or to your broker, dealer, commercial bank or trust company. Additional copies of the Offer to Purchase, this Letter of Transmittal, the Notice of Guaranteed Delivery and other tender offer materials may be obtained from the Information Agent as set forth below, and will be furnished at Playtika's expense.

9. Backup Withholding. Under U.S. federal income tax laws, the Depository will be required to withhold a portion of the amount of any payments made to certain stockholders pursuant to the Offer. In order to avoid such backup withholding, each tendering stockholder or payee that is a United States person (for U.S. federal income tax purposes), must provide the Depository with such stockholder's or payee's correct taxpayer identification number ("TIN") and certify that such stockholder or payee is not subject to such backup withholding by completing the attached Form W-9. Certain stockholders or payees (including, among others, corporations, non-resident foreign individuals and foreign entities) are not subject to these backup withholding and reporting requirements. A tendering stockholder who is a foreign individual or a foreign entity should complete, sign, and submit to the Depository the appropriate IRS Form W-8. A Form W-8BEN may be obtained from the Depository or downloaded from the Internal Revenue Service's website at the following address: <http://www.irs.gov>. Failure

to complete the Form W-9 will not, by itself, cause Shares to be deemed invalidly tendered, but may require the Depositary to withhold a portion of the amount of any payments made of the purchase price pursuant to the Offer.

NOTE: FAILURE TO COMPLETE AND RETURN THE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE “IMPORTANT TAX INFORMATION” SECTION BELOW.

10. Declaration Form (“Declaration of Status for Israeli Income Tax Purposes”). Each holder surrendering Shares for payment who is eligible for an exemption from Israeli withholding tax, as described in Section 12 of the Offer to Purchase, is required to complete the Declaration Form included in this letter. See also “Important Tax Information” below and the instructions to the Declaration Form. Each holder must date and sign the Declaration Form in the spaces indicated.

NOTE: IF YOU ARE ELIGIBLE FOR AN EXEMPTION FROM ISRAELI WITHHOLDING TAX, FAILURE TO COMPLETE AND RETURN THE ENCLOSED DECLARATION FORM OR TO SUBMIT A VALID EXEMPTION FROM ISRAELI WITHHOLDING TAX MAY RESULT IN ISRAELI WITHHOLDING OF 25% (FOR INDIVIDUAL STOCKHOLDERS) OR 23% (FOR ALL OTHER STOCKHOLDERS) OF ANY CASH PAYMENT (IF ANY) MADE TO YOU WITH RESPECT TO SHARES SURRENDERED. PLEASE REVIEW THE ENCLOSED DECLARATION FORM AND THE INSTRUCTIONS TO THIS LETTER FOR ADDITIONAL DETAILS.

11. Lost, Destroyed, Mutilated or Stolen Share Certificates. If any Share Certificate has been lost, destroyed, mutilated or stolen, the stockholder should promptly notify Playtika’s stock transfer agent, American Stock Transfer & Trust Company, LLC at (800) 937-5449. The stockholder will then be instructed as to the steps that must be taken in order to replace the Share Certificate. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost, mutilated, destroyed or stolen Share Certificates have been followed.

12. Waiver of Conditions. Subject to the applicable rules and regulations of the SEC, the conditions of the Offer may be waived by Playtika in whole or in part at any time and from time to time in its sole discretion.

13. Order of Purchase, Including in Event of Proration. As described in Section 1 of the Offer to Purchase, stockholders may designate the order in which their Shares are to be purchased among the members of a group of beneficial owners or in the event of proration. The order of purchase may have an effect on the U.S. federal income tax classification and the amount of any gain or loss on Shares purchased. See Section 1 and Section 12 of the Offer to Purchase.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A MANUALLY EXECUTED FACSIMILE COPY THEREOF) OR AN AGENT’S MESSAGE, TOGETHER WITH SHARE CERTIFICATE(S) OR BOOK-ENTRY CONFIRMATION OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY PRIOR TO THE EXPIRATION DATE.

IMPORTANT UNITED STATES TAX INFORMATION

Under United States federal income tax law, a stockholder that is a non-exempt United States person (for U.S. federal income tax purposes) whose tendered Shares are accepted for payment is required by law to provide the Depositary (as payer) with such stockholder’s correct TIN on Form W-9 below. If such stockholder is an individual, the TIN is such stockholder’s social security number. If the Depositary is not provided with the correct TIN, the stockholder may be subject to penalties imposed by the Internal Revenue Service (“IRS”) and payments that are made to such stockholder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding.

If backup withholding applies, the Depositary is required to withhold 24% of any payments of the purchase price made to the stockholder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund or credit may be obtained from the IRS provided that the required information is furnished to the IRS.

Form W-9

To prevent backup withholding on payments that are made to a United States stockholder with respect to Shares purchased pursuant to the Offer the stockholder is required to notify the Depositary of such stockholder's correct TIN by completing Form W-9 certifying, under penalties of perjury, (i) that the TIN provided on Form W-9 is correct (or that such stockholder is awaiting a TIN), (ii) that such stockholder is not subject to backup withholding because (a) such stockholder has not been notified by the IRS that such stockholder is subject to backup withholding as a result of a failure to report all interest or dividends, (b) the IRS has notified such stockholder that such stockholder is no longer subject to backup withholding or (c) such stockholder is exempt from backup withholding, and (iii) that such stockholder is a U.S. person.

What Number to Give the Depositary

Each United States stockholder is generally required to give the Depositary its social security number or employer identification number. If the tendering stockholder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the stockholder should write "Applied For" in Part I, sign and date the Form W-9. Notwithstanding that "Applied For" is written in Part I, the Depositary will withhold 24% of all payments of the purchase price to such stockholder until a TIN is provided to the Depositary. Such amounts will be refunded to such surrendering stockholder if a TIN is provided to the Depositary within 60 days. We note that your Form W-9, including your TIN, may be transferred from the Depositary to the Paying Agent, in certain circumstances.

Please consult your accountant or tax advisor for further guidance regarding the completion of IRS Form W-9, IRS Form W-8BEN, or another version of IRS Form W-8 to claim exemption from backup withholding, or contact the Depositary.

<p>SUBSTITUTE Form W-9</p> <p>Department of the Treasury Internal Revenue Service</p>	<p>Part 1 — PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW</p>	<p>_____</p> <p>Social security number</p> <p>OR</p> <p>_____</p> <p>Employer identification number</p>
	<p>Part 2 — Check appropriate box for federal tax classification; check only one:</p> <p><input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited Liability Company: _____</p> <p><input type="checkbox"/> Other (please specify) _____</p>	<p>For Limited Liability Companies, please enter the appropriate tax classification on the line provided next to the phrase "Limited Liability Company":</p> <p>C = C Corporation</p> <p>S = S Corporation</p> <p>P = Partnership</p>
	<p>Part 3 — FOR PAYEES EXEMPT FROM BACKUP WITHHOLDING (See Page 2 of enclosed Guidelines)</p>	_____
<p>Payer's Request for Taxpayer Identification Number (TIN) and Certification</p>	<p>Part 4 — Certification Under Penalties of Perjury, I certify that:</p> <p>(1) The number shown on this form is my current taxpayer identification number (or I am waiting for a number to be issued to me),</p> <p>(2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding and</p> <p>(3) I am a U.S. person (including a U.S. resident alien).</p> <p>(4) The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</p>	<p>Part 5 —</p> <p>Awaiting TIN <input type="checkbox"/></p>
	<p>Certification instructions — You must cross out item (2) in Part 4 above if you have been notified by the IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding you receive another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item (2).</p> <p>SIGNATURE _____ DATE: _____</p> <p>NAME _____</p> <p>ADDRESS _____</p> <p>CITY _____ STATE _____ ZIP CODE _____</p>	

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU
CHECK THE BOX IN PART 5 OF SUBSTITUTE FORM W-9**

PAYER'S NAME: American Stock Transfer & Trust Company, LLC

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify, under penalties of perjury, that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number before payment is made, a portion of such reportable payment will be withheld.

Signature

Date

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENT MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

IMPORTANT UNITED STATES TAX INFORMATION

Under current U.S. federal income tax law, a Stockholder who tenders Playtika stock certificates that are accepted for exchange may be subject to backup withholding. In order to avoid such backup withholding, the Stockholder must provide the Exchange Agent with such Stockholder's correct taxpayer identification number and certify that such Stockholder is not subject to such backup withholding by completing the Substitute Form W-9 provided herewith. In general, if a Stockholder is an individual, the taxpayer identification number is the Social Security number of such individual. If the Exchange Agent is not provided with the correct taxpayer identification number, the Stockholder may be subject to a \$100 penalty imposed by the Internal Revenue Service. For further information concerning backup withholding and instructions for completing the Substitute Form W-9 (including how to obtain a taxpayer identification number if you do not have one and how to complete the Substitute Form W-9 if the Playtika stock certificates are held in more than one name), consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

Certain Stockholders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order to satisfy the Exchange Agent that a foreign individual qualifies as an exempt recipient, such Stockholder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status, on a properly completed Form W-8BEN, or successor form. Such statements can be obtained from the Exchange Agent.

Failure to complete the Substitute Form W-9 will not, by itself, cause the Playtika stock certificates to be deemed invalidly tendered, but may require the Exchange Agent to withhold a portion of the amount of any payments made pursuant to the Offer. Backup withholding is not an additional federal income tax. Rather, the federal income tax liability of a person subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained provided that the required information is furnished to the Internal Revenue Service.

NOTE: FAILURE TO COMPLETE AND RETURN THE SUBSTITUTE FORM W-9 MAY RESULT IN BACKUP WITHHOLDING OF A PORTION OF ANY PAYMENTS MADE TO YOU PURSUANT TO THE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

IMPORTANT ISRAELI TAX INFORMATION

The gross proceeds payable to a tendering stockholder in the Offer will generally be subject to Israeli withholding tax at source at the rate of 25% (for individual stockholders) or 23% (for all other stockholders) of the stockholder's gain on such sale. Playtika has requested a ruling from the Israeli Tax Authority, or the ITA, with respect to the withholding tax rates applicable to stockholders as a result of the purchase of shares in the Offer.

As more fully described in Section 12 of the Offer to Purchase, if obtained, the ruling would provide, among other things, that (1) payments to be made through non-Israeli brokers to tendering stockholders who certify (in the manner described below) that they (a) hold less than 5% of our outstanding Shares, (b) acquired their Shares on or after its initial public offering on NASDAQ in January 2021, (c) are non-Israeli residents for purposes of Israeli tax law, and (d) acquired their Shares when they were non-Israeli residents for purposes of Israeli tax law; and who provide certain additional declarations required to establish their exemption from Israeli withholding tax, will not be subject to Israeli withholding tax; (2) payments to be made to tendering stockholders who certify (in the manner described below) that they are eligible Israeli brokers or Israeli financial institutions holding Shares on behalf of a tendering stockholder will not be subject to Israeli withholding tax by Playtika, and the relevant Israeli broker or Israeli financial institution will withhold Israeli tax, if any, as required by Israeli law;

and (3) payments to be made to tendering stockholders who are not described in clauses (1) and (2) above will be subject to Israeli withholding tax at the fixed rate of 25% of the gross proceeds payable to them pursuant to the Offer. Notwithstanding the foregoing, should any tendering stockholder present a valid certificate of exemption or tax approval from the ITA applying withholding tax at a lesser rate than that described above or otherwise granting a specific exemption from Israeli withholding tax, Playtika will act in accordance with such certificate or approval.

The Israeli withholding tax is an initial payment and is not a final tax. Rather, the Israeli income tax liability of stockholders subject to Israeli withholding will be reduced by the amount of Israeli tax withheld. If Israeli withholding tax results in an overpayment of Israeli taxes, the holder may apply to the ITA in order to obtain a refund. However, Playtika cannot assure you whether and when the ITA will grant such refund.

Purpose of Declaration Form. To prevent withholding of Israeli income tax on payments that are made to a stockholder with respect to Shares purchased in the offer, each relevant stockholder is required to notify the Depository of such stockholder's exemption by completing and signing the Declaration Form included in this letter below. The Declaration Form should be completed by holders of Shares, who are either: (i) NOT "residents of Israel" for purposes of the Israeli Income Tax Ordinance [New Version], 5721-1961 (the "Ordinance") (and, in the case of corporations, are not Israeli residents holding 25% or more of the means of control of such corporations, whether directly or indirectly) and provide certain additional declarations required to establish such stockholder's exemption from Israeli withholding tax (including that such stockholder holds less than 5% of our outstanding Shares and acquired his, her or Shares after Playtika's initial public offering on NASDAQ in January 2021), or (ii) a bank, broker or financial institution that is a "resident of Israel" within the meaning of that term in Section 1 of the Ordinance, holding Shares solely on behalf of beneficial stockholder(s), and obligated, under the provisions of the Ordinance and regulations promulgated thereunder, to withhold Israeli tax from the cash payment (if any) made to them with respect to Shares tendered by such beneficial stockholder(s) and accepted for payment by Playtika pursuant to the Offer. If the stockholder is a non-Israeli individual, in addition to completing and signing the Declaration Form the stockholder will be required to attach a copy of the stockholder's non-Israeli passport. In addition, if the stockholder's consideration exceeds US\$300,000, the stockholder will be required to attach a residency certificate from the Tax authorities in the stockholder's country of residency.

The foregoing description of certain tax withholding is only a summary and is qualified by all the terms of, and conditions to, the Offer set forth in the Offer to Purchase. In this respect, you are urged to read Section 12 of the Offer to Purchase.

DECLARATION OF STATUS FOR ISRAELI INCOME TAX PURPOSES

u Do not send this form to the IRS u See separate instructions on the back cover of this form

You are receiving this form “Declaration of Status For Israeli Income Tax Purposes” as a holder of common stock, par value \$0.01 per share (collectively, the “**Shares**”), of Playtika Holding Corp. (“**Playtika**”), in connection with the acquisition of Shares by Playtika pursuant to the terms and conditions of that certain Offer to Purchase dated August 29, 2022 (the “**Offer**”).

By completing this form in a manner that would substantiate your eligibility for an exemption from Israeli withholding tax, you will allow Playtika, your broker or any other withholding agent, or their authorized representatives to exempt you from Israeli withholding tax.

This form is relevant only if you certify that (A) you are NOT a “resident of Israel” (as defined under Section 1 of the Israeli Income Tax Ordinance [New Version], 5721-1961 (the “**Ordinance**”)) (see Appendix A) for purposes of the Ordinance, (B) you acquired your Shares on or after the Company’s initial public offering in January 2021 (the “**IPO**”), and (C) you hold less than 5% of the outstanding Shares. For the sake of clarity, this form is NOT relevant if you purchased the Shares prior to the IPO.

You are urged to consult your own tax advisors to determine the particular tax consequences to you should you tender your Shares in the Offer, including, without limitation, the effect of any state, local or foreign income and any other tax laws and whether or not you should use this form.

PART I Identification and details of Stockholder (including Eligible Israeli Brokers) (see instructions)	
1. Name: (please print full name)	2. Type of Stockholder (more than one box may be applicable): <input type="checkbox"/> Corporation (or Limited Liability Company) <input type="checkbox"/> Individual <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Other: <hr/> <input type="checkbox"/> Bank <input type="checkbox"/> Broker <input type="checkbox"/> Financial Institution
3. For Individuals only: Date of birth: ____/____/____ month / day / year	4. For all other Stockholders: Country of incorporation or organization:
Country of residence:	Registration number of corporation (if applicable):
Countries of citizenship (name all citizenships):	
Taxpayer Identification or Social Security No. (if applicable):	Country of residence:
5. Permanent Address (state, city, zip or postal code, street, house number, apartment number):	
6. Mailing Address (if different from above):	7. Contact Details: Name: _____ Capacity: _____ Telephone Number (country code, area code and number): _____
8. I hold the Shares of Playtika (mark X in the appropriate place): <input type="checkbox"/> directly, as a Registered Holder <input type="checkbox"/> through a Broker. If you marked this box, please state the name of your Broker: _____	
9. I am the beneficial owner (directly or indirectly) of less than 5% of the outstanding Playtika Shares: Yes <input type="checkbox"/> No <input type="checkbox"/>	

PART II	Declaration by Non-Israeli Residents (see instructions) u Eligible Israeli Brokers should not complete this Part II
A. To be completed only by Individuals. I hereby declare that: (if the statement is correct, mark X in the following boxes)	
A.1 <input type="checkbox"/> I am NOT, and at the date of purchase of my Shares was not, a “resident of Israel” for tax purposes, as defined under Israeli law and provided in Part II of the Instructions hereto, which means, among other things, that: <ul style="list-style-type: none"> • The State of Israel is not my permanent place of residence, • The State of Israel is neither my place of residence nor that of my family, • My ordinary or permanent place of activity is NOT in the State of Israel and I do NOT have a permanent establishment in the State of Israel, • I do NOT engage in an occupation in the State of Israel, • I do NOT own a business or part of a business in the State of Israel, • I am NOT insured by the Israeli National Insurance Institution, • I was NOT present (nor am I planning to be present) in Israel for 183 days or more during this tax year, • I was NOT present (nor am I planning to be present) in Israel for 30 days or more during this tax year, and the total period of my presence in Israel during this tax year and the two previous tax years is less than 425 days in total; 	
A.2 <input type="checkbox"/> I acquired the Shares on or after the initial public offering of Playtika and while the Shares were listed for trade.	
B. To be completed by Corporations (except Partnerships and Trusts). I hereby declare that: (if correct, mark X in the following boxes)	
B.1 <input type="checkbox"/> The corporation is NOT, and at the date of purchase of its Shares was not, a “resident of Israel” for tax purposes, as defined under Israeli law and provided in Part II of the Instructions hereto, which means, among other things, that: <ul style="list-style-type: none"> • The corporation is NOT registered with the Registrar of Companies in Israel, • The corporation is NOT registered with the Registrar of “Amutot” (non-profit organizations) in Israel, • The control of the corporation is NOT located in Israel, • The management of the corporation is NOT located in Israel, • The corporation does NOT have a permanent establishment in Israel, and • NO Israeli resident holds, directly or indirectly via shares or through a trust or in any other manner or with another who is an Israeli resident, 25% or more of any “means of control” in the corporation as specified below: <ul style="list-style-type: none"> • The right to participate in profits; • The right to appoint a director; • The right to vote; • The right to share in the assets of the corporation at the time of its liquidation; and • The right to direct the manner of exercising one of the rights specified above; 	
B.2 <input type="checkbox"/> The corporation acquired the Shares on or after the initial public offering of Playtika and while the Shares were listed for trade.	
C. To be completed by Partnerships. I hereby declare that: (if correct, mark X in the following boxes)	
C.1 <input type="checkbox"/> The partnership is NOT, and at the date of purchase of its Shares was not, a “resident of Israel” for tax purposes, as defined under Israeli law and provided in Part II of the Instructions hereto, which means, among other things, that: <ul style="list-style-type: none"> • The partnership is NOT registered with the Registrar of Partnerships in Israel, • The control of the partnership is NOT located in Israel, • The management of the partnership is NOT located in Israel, • The partnership does NOT have a permanent establishment in Israel, • NO Israeli resident holds, directly or indirectly via shares or through a trust or in any other manner or with another who is an Israeli resident, 25% or more of any of the rights in the partnership, and • NO partner in the partnership is an Israeli resident; 	
C.2 <input type="checkbox"/> The partnership acquired the Shares on or after the initial public offering of Playtika and while the Shares were listed for trade.	
D. To be completed by Trusts. I hereby declare that: (if correct, mark X in the following boxes)	

D.1 The trust is NOT, and at the date of purchase of its Shares was not, a “resident of Israel” for tax purposes, as defined under Israeli law and provided in Part II of the Instructions hereto, which means, among other things, that:

- The trust is NOT registered in Israel,
- The settlor of the trust is NOT an Israeli resident,
- The beneficiaries of the trust are NOT Israeli residents, and
- The trustee of the trust is NOT an Israeli resident;

D.2 The trust acquired the Shares on or after the initial public offering of Playtika and while the Shares were listed for trade.

PART III	Declaration by Israeli Bank, Broker or Financial Institution (see instructions) ^u Non-Israeli Residents should not complete this Part III
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I hereby declare that: (if correct, mark X in the following box)

- I am a bank, broker or financial institution that is a “resident of Israel” within the meaning of that term in Section 1 of the Ordinance (See Instruction II), I am holding the Shares solely on behalf of beneficial stockholder(s) and I am subject to the provisions of the Ordinance and the regulations promulgated thereunder relating to the withholding of Israeli tax, including with respect to the cash payment (if any) made by me to such beneficial stockholder(s) with respect to Shares in connection with the Offer.

PART IV	Certification. By signing this form, I also declare that:
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- I understood this form and completed it correctly and pursuant to the instructions.
- I provided accurate, full and complete details in this form.
- I am aware that providing false details constitutes a criminal offense.
- I am aware that this form may be provided to the Israeli Tax Authority, in case the Israeli Tax Authority so requests, for purposes of audit or otherwise.

Number of Shares: _____

SIGN HERE ^u

Signature of Stockholder
(or individual authorized to sign on your behalf)

Date

Capacity in which acting

INSTRUCTIONS

Forming Part of the Declaration of Status for Israeli Income Tax Purposes**A. Withholding Tax Ruling**

According to Israeli law, the payment of the gross proceeds payable to a tendering stockholder in the Offer generally will be subject to withholding of Israeli taxes. Playtika would normally be required to withhold Israeli income tax at a default rate of 25% (for individual stockholders) or 23% (for all other stockholders) from the payment of cash consideration to which you are entitled. However, we have requested a ruling (the “**Tax Ruling**”) from the Israel Tax Authority (“**ITA**”) which, if obtained, would allow, among other things, for non-residents of Israel who purchased the Shares on or after the IPO, and who hold less than 5% of the outstanding Shares, to be paid the cash consideration exempt from Israeli withholding taxes. We cannot assure you that our request will be accepted.

In order to qualify for an exemption from Israeli tax withholding pursuant to the Tax Ruling, if obtained, you will need to complete and sign a “Declaration of Status for Israeli Income Tax Purposes” (an “**Israel Tax Declaration**”) which allows you to certify your status as a Non-Resident of Israel who purchased the Shares on or after the IPO. For the sake of clarity, the Israel Tax Declaration is NOT relevant if you purchased the Shares prior to the IPO. Instructions for completing this Israel Tax Declaration can be found below. You are reminded that the ITA has the right to audit the Israel Tax Declarations.

If you are a non-Israeli individual, you will need to complete and sign the Israel Tax Declaration and attach a copy of your non-Israeli passport. In addition, if your consideration exceeds US\$300,000, you have to attach a residency certificate from the Tax authorities in your country of residency.

If you do not qualify for an exemption from Israeli tax withholding under the Tax Ruling, you can still contact the ITA directly to obtain a Valid Tax Certificate. A “**Valid Tax Certificate**” means a valid certificate, ruling or any other written instructions issued by the ITA in form and substance reasonably satisfactory to Playtika and the Depository, that is applicable to the payments to be made pursuant to the Offer stating that no withholding, or a reduced rate of withholding, of Israeli Tax is required with respect to such payments or providing other instructions regarding such payments or withholding.

NOTE THAT IF YOU DO NOT SUBMIT AN ACCURATELY COMPLETED “ISRAEL TAX DECLARATION” OR A VALID TAX CERTIFICATE BY THE 175TH DAY FOLLOWING THE EXPIRATION DATE, THE MAXIMUM APPLICABLE TAX RATE UNDER ISRAELI LAW WILL BE WITHHELD FROM YOUR APPLICABLE CONSIDERATION PURSUANT TO THE OFFER.

IN ADDITION, IF ANY OF YOUR SHARES ARE HELD IN “STREET NAME” BY A BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE THAT IS A PARTICIPANT AT THE DEPOSITARY TRUST COMPANY (“DTC”) (I.E., HELD FOR YOUR BENEFIT BY SUCH A PERSON), YOUR SHARES ARE SUBJECT TO THE PROCEDURES ESTABLISHED BY THE DEPOSITARY WITH RESPECT TO THE CONSIDERATION PURSUANT TO THE OFFER AND DTC, REGARDING THE CLASSIFICATION OF YOUR SHARES FOR ISRAELI WITHHOLDING TAX PURPOSES. IF THESE PROCEDURES ARE NOT COMPLETED BEFORE THE 180TH DAY FOLLOWING THE EXPIRATION DATE, THE DEPOSITARY MAY TRANSFER THE APPLICABLE PROCEEDS TO YOU THROUGH SUCH BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE LESS THE MAXIMUM APPLICABLE ISRAELI INCOME TAX WITHHOLDING.

B. Receiving your Cash Consideration

The Parent has appointed American Stock Transfer & Trust Company (the “**Depository**”) as the depository for the transaction, including to help organize the collection of the Israel Tax Declarations and Valid Tax Certificates and to coordinate with brokers and banks to ensure that matching tax elections are correctly processed. The Depository will be assisted by ESOP Management and Trust Services Ltd. in Israel.

Former holders of the Shares who timely submit the necessary Israel Tax Declarations, properly completed, with matching elections from their bank or broker, will receive their cash consideration payments at the reduced or exempted rate of Israeli tax withholding into the same account where they hold their Shares.

Please note: There may be U.S. tax considerations which are not fully discussed in this notice. You are urged to read all of the enclosed materials carefully and in their entirety. IN ANY EVENT, YOU SHOULD CONTACT YOUR OWN TAX ADVISOR FOR ANY GUIDANCE REGARDING U.S. OR ISRAELI TAX CONSIDERATIONS.

Please note: If you are not able to provide the Israel Tax Declaration, then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling and, if you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate. PLEASE CONSULT YOUR TAX ADVISOR.

C. Instructions for Completing the Israel Tax Declaration

(As noted above, the Israel Tax Declaration is NOT relevant if you purchased the Shares prior to the IPO.)

1. Locate the **Israel Tax Declaration** form.
2. Complete the sections of the **Israel Tax Declaration** form, as follows:

Part I: Holder Information

- To be completed in all cases, regardless of holder status.
- **In all cases, complete the following:** name, type of holder, permanent address, mailing address (if different) and contact details.
- **Individual or Legal Entity:**
 - **If you are an Individual:** you will be asked to supply your date of birth, country of residence, country of citizenship and taxpayer identification or social security number (if applicable).
 - **If you are a Legal Entity:** you will be asked to supply the country of incorporation (or organization), registration number of corporation (if applicable) and country of residence.

Ownership Information

- To be completed for all holders *other than Israeli Financial Institutions*.
- **For declaration 8:** mark whether the Shares are held in registered form in your name or via a broker, and specify the brokerage firm where the Shares are held.

Please note: In many cases, you hold the Shares through a broker, financial institution or bank. Please provide as much detail as possible to help us identify the broker, financial institution or the bank through which you hold your Shares. This will help ensure that you receive the proper tax withholding status for which you are eligible.

- **For declaration 9:** mark whether or not your Shares represent less than 5% of the Company's issued ordinary shares.
- **IMPORTANT:** If any of the check boxes confirming the declarations cannot be marked (*for declaration 8 and 9, at least one of the two boxes*) then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling. If you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate.

Part II: Residency Status Confirmations

- For **Individuals:**
 - Complete the declarations in **Sections A.1 and A.2.**
 - **IMPORTANT:** If any of the check boxes cannot be marked, then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling and, if you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate.
- For **Legal Entities:**
 - For **Legal Entities** that are **Corporations** complete the declarations in **Sections B.1 and B.2.**
 - **IMPORTANT:** If any of the check boxes cannot be marked, then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling. If you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate.
 - For **Legal Entities** that are **Partnerships** complete the declarations in **Sections C.1 and C.2.**
 - **IMPORTANT:** If any of the check boxes cannot be marked, then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling. If you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate.
 - For **Legal Entities** that are **Trusts**, complete the declarations in **Sections D.1 and D.2.**
 - **IMPORTANT:** If any of the check boxes cannot be marked, then you are not eligible for the exemption from Israeli withholding tax for Non-Residents of Israel under the Tax Ruling. If you wish to avoid Israeli tax withholding, you must contact the ITA directly to obtain a Valid Tax Certificate.
- Below is the **definition of "Resident of Israel"** for Israeli tax purposes, as included in Section 1 of the Ordinance:
 - **with respect of individuals** – any person, the center of whose life is in Israel; and the following provisions shall apply to this matter:
 - (1) in order to determine the place that is the center of a person's life, the totality of his family, economic and social ties shall be taken into consideration, inter alia including:
 - a) the place of his permanent home;
 - b) his and his family's place of residence;
 - c) his regular or permanent place of business or the place of his permanent employment;
 - d) the place of his active and substantive economic interests;
 - e) the place of his activity in various organizations, societies and institutions;

- (2) it is assumed that the center of an individual's life during a tax year is in Israel–
 - a) if during the tax year he spent 183 or more days in Israel;
 - b) if during the tax year he spent 30 or more days in Israel and the total period of his stay in Israel in the tax year and in the two years before it was 425 days or more;
 - c) for purposes of this paragraph, “day” includes part of a day;
- (3) the assumption in paragraph (2) may be refuted both by the individual and by the Assessing Officer;
- **with respect of bodies of persons** – a body of persons for which one of the following holds true:
 - (1) it is incorporated in Israel;
 - (2) the control and management of its business are exercised in Israel.

Part III: Declaration of an Israeli Bank, Broker or Financial Institution

- Please specify whether you are a broker that is a “resident of Israel” within the meaning of that term in Section 1 of the Ordinance and hold Shares solely on behalf of beneficial holder(s).

Part IV: Certifications

To be completed in all cases, regardless of holder status.

- **Carefully review all sections** of the completed Israel Tax Declaration form, make any necessary corrections or adjustments.
- **Carefully read the declarations and statements under Part IV**, all of which you must be able to agree to in order to sign and execute the Israel Tax Declaration.
- Then then sign and date the Declaration Regarding Israeli Withholding.

3. If you hold Share certificates, please return such certificates, as well as the completed and signed **Israel Tax Declaration and Letter of Transmittal** to the Paying Agent.
4. If you hold your Company Shares through a bank or broker and you do not hold certificates representing Shares, please ask your bank or broker how to submit the signed **Israel Tax Declaration**.

THE METHOD OF DELIVERY OF THE ISRAEL TAX DECLARATION IS AT YOUR OPTION AND RISK, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN RECEIVED BY THE DEPOSITARY AND/OR YOUR BROKER (AS APPLICABLE).

D. Questions

If you have any questions, please call your broker, if you have one. Alternatively, you may contact the Information Agent.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Guidelines for Determining the Proper Identification Number to Give the Payer — Social Security Numbers have nine digits separated by two hyphens: i.e., ###-##-####. Employer Identification Numbers have nine digits separated by only one hyphen: i.e., ##-#####. The table below will help determine the number to give the payer.

For this type of account:	Give the SOCIAL SECURITY number of —	For this type of account:	Give the EMPLOYER IDENTIFICATION number of —
1. An individual's account	The individual	8. Sole proprietorship account	The owner(4)
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	9. A valid trust, estate or pension trust	The legal entity(5)
3. Husband and wife (joint account)	The actual owner of the account or, if joint funds, the first individual on the account (1)	10. Corporate account	The corporation
4. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	11. Religious, charitable, or educational organization account	The organization
5. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)	12. Partnership account held in the name of the business	The partnership
6. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)	13. Association, club, or other tax-exempt organization	The organization
7. a. The usual revocable savings trust account (grantor is also trustee)	The grantor-trustee(1)	14. A broker or registered nominee	The broker or nominee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	15. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

- (1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.
- (2) Circle the minor's name and furnish the minor's social security number.
- (3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
- (4) You must show your individual name, but you may also enter your business or "doing business as" name. You may use either your social security number or employer identification number (if you have one).
- (5) List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: *If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.*

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Page 2

Obtaining a Number

If you do not have a taxpayer identification number or if you do not know your number, obtain Form SS-5, Application for Social Security Card, or Form SS-4, Application for Employer Identification Number, at the local office of the Social Security Administration or the Internal Revenue Service (the "IRS") and apply for a number. Section references in these guidelines refer to sections under the Internal Revenue Code of 1986, as amended.

Payees specifically exempted from backup withholding include:

- An organization exempt from tax under Section 501(a), an individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2).
- The United States or a state thereof, the District of Columbia, a possession of the United States, or a political subdivision or wholly-owned agency or instrumentality of any one or more of the foregoing.
- An international organization or any agency or instrumentality thereof.
- A foreign government or any political subdivision, agency or instrumentality thereof.

Payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution.
- A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under Section 584(a).
- An entity registered at all times during the tax year under the Investment Company Act of 1940, as amended.
- A middleman known in the investment community as a nominee or custodian.
- A futures commission merchant registered with the Commodity Futures Trading Commission.
- A foreign central bank of issue.
- A trust exempt from tax under Section 664 or described in Section 4947.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under Section 1441.
- Payments to partnerships not engaged in a trade or business in the U.S. and which have at least one nonresident alien partner.
- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.
- Section 404(k) payments made by an ESOP.

**GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION
NUMBER ON SUBSTITUTE FORM W-9**

Page 3

Payments of interest not generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. Note: You may be subject to backup withholding if this interest is \$600 or more and is paid in the course of the payer's trade or business and you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under Section 852).
- Payments described in Section 6049(b)(5) to nonresident aliens.
- Payments on tax-free covenant bonds under Section 1451.
- Payments made by certain foreign organizations.
- Mortgage or student loan interest paid to you.

Exempt payees described above should file Form W-9 to avoid possible erroneous backup withholding. **FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" IN PART 2 OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.**

Certain payments other than interest, dividends, and patronage dividends, which are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under Sections 6041, 6041A, 6045, 6050A and 6050N.

Privacy Act Notice. — Section 6109 requires most recipients of dividend, interest, or certain other income to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of tax returns. The IRS may also provide this information to the Department of Justice for civil and criminal litigation and to cities, states and the District of Columbia to carry out their tax laws. The IRS may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold a portion of taxable interest, dividend, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Penalties

(1) Penalty for Failure to Furnish Taxpayer Identification Number. — If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) Civil Penalty for False Information With Respect to Withholding. — If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) Criminal Penalty for Falsifying Information. — Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) Misuse of Taxpayer Identification Numbers. — If the requester discloses or uses taxpayer identification numbers in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

The Depository for the Offer to Purchase is:



If delivering by hand, express mail, courier,
or other expedited service:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By mail:

American Stock Transfer & Trust Co., LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

**DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT
CONSTITUTE A VALID DELIVERY TO THE DEPOSITARY.**

Any questions or requests for assistance may be directed to the Information Agent at its telephone number and location listed below. Requests for additional copies of this Offer to Purchase and the Letter of Transmittal may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or other nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

D.F. King & Co., Inc.

Stockholders, Banks and Brokers
Call: (212) 269-5550
Call Toll-Free: (877) 871-1741
Email: playtika@dfking.com

Notice of Guaranteed Delivery
For Tender of Shares of Common Stock of

Playtika Holding Corp.

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS IT MAY BE EXTENDED, THE “EXPIRATION DATE”).

This Notice of Guaranteed Delivery, or a form substantially equivalent hereto, must be used to accept the Offer (as defined below) if you want to tender your Shares (as defined below) but:

- certificates for your Shares are not immediately available or cannot be delivered to American Stock Transfer & Trust Company, LLC, the depositary for the Offer (the “Depositary”) by the Expiration Date;
- you cannot comply with the procedures for book-entry transfer by the Expiration Date (set forth in Section 3 of the Offer to Purchase); or
- your other required documents cannot be delivered to the Depositary by the Expiration Date,

in which case, you can still tender your Shares if you comply with the guaranteed delivery procedures described in Section 3 of the Offer to Purchase, dated August 29, 2022 (together with any amendments or supplements thereto, the “**Offer to Purchase**”).

This Notice of Guaranteed Delivery, properly completed and duly executed, may be delivered to the Depositary by mail, overnight courier or email in accordance with the procedures set forth in the Offer to Purchase prior to the Expiration Date. See Section 3 of the Offer to Purchase.

Deliver to:



the Depositary for the Offer

By Mail:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Registered, Certified or Express Mail or Overnight Courier:

American Stock Transfer & Trust Company, LLC
Operations Center
Attn: Reorganization Department
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission (for eligible institutions only): (718) 234-5001

For this Notice of Guaranteed Delivery to be validly delivered, it must be received by the Depositary at one of the above addresses, or by email, prior to the Expiration Date. Delivery of this instrument to an address

other than as set forth above will not constitute a valid delivery. Deliveries to the Company, or D.F. King & Co., Inc., the information agent for the Offer, will not be forwarded to the Depository and therefore will not constitute valid delivery. Deliveries to The Depository Trust Company will not constitute valid delivery to the Depository.

This Notice of Guaranteed Delivery is not to be used to guarantee signatures. If a signature on the Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions to the Letter of Transmittal, the signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

Ladies and Gentlemen:

The undersigned hereby tenders to Playtika Holding Corp., a Delaware corporation (the “**Company**”), upon the terms and subject to the conditions set forth in its Offer to Purchase (as defined above), the related letter of transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter to Transmittal, the “**Offer**”), receipt of which is hereby acknowledged by the undersigned, the number of shares of common stock of the Company, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”), listed below pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. Participants should notify the Depository (as defined above) prior to covering through the submission of a physical security directly to the Depository based on a guaranteed delivery that was submitted via The Depository Trust Company’s PTOP platform.

Number of Shares to be tendered: _____

NOTE: SIGNATURES MUST BE PROVIDED WHERE INDICATED BELOW

PLEASE SIGN ON THIS PAGE

Name(s) of Record Holder(s):

(Please Print)

Signature(s):

Address(es):

(Include Zip Code)

Area code and telephone number:

If delivery will be by book-entry transfer, check this box.

Name of tendering institution:

Account number:

**GUARANTEE
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a bank, broker, dealer, credit union, savings association or other entity which is a member in good standing of the Securities Transfer Association Medallion Signature Guarantee Program, or an "eligible guarantor institution" (as such term is defined in Rule 17Ad-15 promulgated under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) (an "**Eligible Institution**"), hereby guarantees: (i) that the above-named person(s) "own(s)" and has or have a net long position in the Shares being tendered within the meaning of Rule 14e-4 promulgated under the Exchange Act, (ii) that such tender of Shares complies with Rule 14e-4 and (iii) it will deliver to the Depository (at one of its addresses set forth above) certificate(s) for the Shares tendered hereby, in proper form for transfer, or a confirmation of the book-entry transfer of the Shares into the Depository's account at The Depository Trust Company together with a properly completed and duly executed Letter of Transmittal (or a manually signed email thereof) and any other required documents, within two (2) trading days (as defined in the Letter of Transmittal) after the date of receipt by the Depository of this Notice of Guaranteed Delivery.

The Eligible Institution that completes this form must communicate the guarantee to the Depository and must deliver the Letter of Transmittal and certificates for Shares to the Depository within the time period shown herein. Failure to do so could result in financial loss to such Eligible Institution. Participants should notify the Depository prior to covering through the submission of a physical security directly to the Depository based on a guaranteed delivery that was submitted via The Depository Trust Company's PTOP platform.

Name of Eligible Institution Guaranteeing Delivery

Authorized Signature

Address

Name (Print Name)

Zip Code

Title

(Area Code) Telephone No.

Dated: _____ , 2022

This form is not to be used to guarantee signatures. If a signature on a Letter of Transmittal is required to be guaranteed by an Eligible Institution under the instructions thereto, such signature guarantee must appear in the applicable space provided in the signature box on the Letter of Transmittal.

NOTE: DO NOT SEND SHARE CERTIFICATES WITH THIS FORM. YOUR SHARE CERTIFICATES MUST BE SENT WITH THE LETTER OF TRANSMITTAL.

Offer to Purchase for Cash
by
Playtika Holding Corp.

Up to 51,813,472 Shares of its Common Stock
At a Cash Purchase Price of \$11.58 per Share

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE “EXPIRATION DATE”).

August 29, 2022

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

Playtika Holding Corp., a Delaware corporation (the “**Company**”), is making an offer to purchase for cash up to 51,813,472 shares of common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”), at a price equal to \$11.58 per Share (the “**Purchase Price**”) to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions set forth in the Offer, dated August 29, 2022 (together with any amendments or supplements thereto, the “**Offer to Purchase**”), the related Letter of Transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and the Letter to Transmittal, the “**Offer**”).

Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. The description of the Offer in this letter is only a summary and is qualified by the terms and conditions of the Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

When used together with a specific time, the term “Expiration Date” refers to the date on which the Offer expires. Upon the terms and subject to the conditions of the Offer, the Company will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer prior to the Expiration Date. The Company will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn. Only Shares properly tendered and not properly withdrawn will be purchased in the Offer upon the terms of and subject to the conditions of the Offer (including provisions described in the Offer to Purchase). Under no circumstances will interest be paid on the Purchase Price for the Shares regardless of any delay in making such payment. All Shares acquired in the Offer, if any, will be acquired at the Purchase Price. The Company reserves the right, in its sole discretion, to change the Purchase Price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. In accordance with the rules of the Securities and Exchange Commission, if more than 51,813,472 Shares are tendered in the Offer the Company may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares.

The Company reserves the right, in its sole discretion, to (i) upon the occurrence of any of certain conditions to the Offer more specifically described in the Offer to Purchase, (a) terminate the Offer and return all tendered Shares to the tendering stockholders, (b) extend the Offer and, subject to the withdrawal rights set forth in the Offer to Purchase, retain all of the tendered Shares until the expiration of the Offer as so extended, (c) waive a condition to the Offer and, subject to any requirement to extend the period of time during which the Offer is

open, purchase all of the Shares properly tendered and not properly withdrawn prior to the Expiration Date or (d) delay acceptance for payment of or payment for Shares, subject to applicable law, until satisfaction or waiver of such condition, or (ii) amend the Offer in any respect, subject to applicable law.

If the terms and conditions of the Offer have been satisfied or waived and 51,813,472 Shares or less are properly tendered and not properly withdrawn prior to the Expiration Date, the Company will buy all Shares properly tendered and not properly withdrawn.

Upon the terms and subject to the conditions of the Offer, if more than 51,813,472 Shares, or such greater number of shares as the Company may elect to purchase, subject to applicable law, have been properly tendered and not properly withdrawn prior to the Expiration Date, the Company will purchase properly tendered and not properly withdrawn shares on a pro rata basis with appropriate adjustments to avoid purchases of fractional shares, as described below. Such proration will apply to all stockholders without priority, including “odd lot” holders (e.g., stockholders who own, beneficially or of record, less than 100 Shares and who properly tender all of those shares). As a result, it is possible that, even if the Offer is completed, all of the Shares that a stockholder tenders in the Offer may not be purchased. If proration of tendered Shares is required, the Company will determine the proration factor promptly following the Expiration Date. Subject to adjustment to avoid the purchase of fractional Shares, proration for each stockholder tendering Shares will be based on the ratio of the number of Shares properly tendered and not properly withdrawn by the stockholder to the total number of shares properly tendered and not properly withdrawn by all stockholders.

As a result of the foregoing, it is possible that fewer than all Shares tendered by a stockholder will be purchased even though those Shares were properly tendered and not properly withdrawn. Shares not purchased in the Offer, including Shares not purchased because of proration, will be returned to the tendering stockholders at the Company’s expense promptly after the Expiration Date. See Section 1, Section 3 and Section 5 of the Offer to Purchase.

The Offer is not conditioned on a minimum number of Shares being tendered. The Offer is subject to certain conditions and may be amended or terminated by the Company under certain circumstances. See Section 6 of the Offer to Purchase.

For your information and for forwarding to those of your clients for whom you hold Shares registered in your name or in the name of your nominee, the Company is enclosing the following documents:

1. The Offer to Purchase;
2. The Letter of Transmittal for your use and for the information of your clients, including an IRS Form W-9;
3. Notice of Guaranteed Delivery to be used to accept the Offer if the Share certificates and all other required documents cannot be delivered to the Depository (as defined below), or if the procedure for book-entry transfer cannot be completed, before the Expiration Date, as described in Section 3 of the Offer to Purchase;
4. A letter to clients that you may send to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space provided for obtaining such clients’ instructions with regard to the Offer; and
5. A return envelope addressed to American Stock Transfer & Trust Company, LLC as Depository for the Offer.

The Company may be required to withhold up to 25% (for individual stockholders) or 23% (for all other stockholders) of the gross proceeds payable to stockholders who tender their Shares in the Offer. Accordingly, if your client determines to tender Shares in the Offer, you should also request instructions as to whether your client is (i) eligible for an exemption from Israeli withholding tax by completing the enclosed Declaration of Status for Israeli Income Tax Purposes (“**Declaration Form**”) and attaching additional required documentation

confirming their non-Israeli residency or (ii) otherwise eligible for an exemption or a more favorable Israeli withholding tax rate. In general, if your client certifies, by completing the Declaration Form, that it is either (1) NOT a “resident of Israel” for purposes of the Israeli Income Tax Ordinance [New Version], 5721-1961 (the “**Ordinance**”), and if your client is a non-Israeli individual, attaches a copy of their non-Israeli passport, and if your client’s consideration exceeds US\$300,000, also attaches a residency certificate from the tax authorities in the stockholder’s country of residency, or (2) a bank, broker or financial institution resident in Israel that (A) is holding the Shares solely on behalf of its beneficial stockholder(s) (so-called “street name” holders), and (B) is obligated, under the provisions of the Ordinance and regulations promulgated thereunder, to withhold Israeli income tax from the cash payment (if any) made by it to its beneficial stockholder (s) with respect to Shares tendered by them and accepted for payment by the Company pursuant to the Offer (an “**Eligible Israeli Broker**”), your client is eligible for an exemption from Israeli withholding tax. See Section 12 of the Offer to Purchase.

The Company, with the assistance of the Depository and the Depository Trust Company (“**DTC**”), has established a procedure whereby, if (and only as long as you may tender the Shares on behalf of your clients pursuant to the Offer) you tender Shares in the Offer through DTC, you will be able to classify, electronically, the Shares into the following categories: (1) Shares that are tendered on behalf of your clients who certified to you, by completing the Declaration Form, that they are eligible for an exemption from Israeli withholding tax (“**Category One Shares**”), and (2) Shares that are tendered on behalf of your clients who are not eligible for such exemption.

By so classifying, through such DTC system, you will be deemed to certify to the Depository and to the Company, its withholding agent and other agents or representatives that, based on a careful review of the Declaration Forms received by you, the Shares that you classified as Category One Shares are held by non-Israeli residents and/or Eligible Israeli Broker(s). In addition, in order to confirm your eligibility to make such certification for Category One Shares, you must provide copies of such Declaration Forms as well as any additional required documents (as well as the associated Voluntary Offer Identifier (VOI) number for each account) to the Information Agent utilizing the specialized e-mail address at the end of this notice you will be requested to provide in connection therewith. Regardless, please note that the Israeli Tax Authority (the “**ITA**”) may have the right to audit, and if denied, such action can result in the imposition of Israeli withholding tax. If you fail to meet the deadlines for tendering shares in the Offer, make untimely classifications or make incorrect classifications, you will be required to claim any withholding tax directly from the ITA. For further details, you may contact either the Company or DTC.

The Company’s Board of Directors (upon the recommendation of the Special Committee of the Board of Directors) has authorized the Company to make the Offer. However, none of the Company, the members of its Board of Directors (or any committee thereof), American Stock Transfer & Trust Company, LLC, the depository for the Offer (the “**Depository**”), D.F. King & Co., Inc., the information agent for the Offer (the “**Information Agent**”), or any of the Company’s other representatives or advisors or any representatives or advisors of any of the foregoing makes any recommendation to any stockholder as to whether to tender or refrain from tendering any Shares. None of the Company, the members of its Board of Directors, the Depository, the Information Agent, or any of the Company’s other representatives or advisors or any representatives or advisors of any of the foregoing has authorized any person to make any recommendation to you as to whether you should tender or refrain from tendering your Shares. Stockholders should carefully evaluate all information in the Offer to Purchase and the Letter of Transmittal, and should consult their own financial and tax advisors. Stockholders must decide whether to tender or refrain from tendering their Shares and, if deciding to tender, how many Shares to tender. In doing so, a stockholder should read carefully the information in the Offer to Purchase and the Letter of Transmittal before making any decision with respect to the Offer.

YOUR PROMPT ACTION IS REQUESTED. THE COMPANY URGES YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS EXPIRE ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED.

For Shares to be tendered properly pursuant to the Offer, one of the following must occur: (i) the certificates for such Shares, or confirmation of receipt of such Shares pursuant to the procedure for book-entry transfer set forth in Section 3 of the Offer to Purchase, together with (a) a properly completed and duly executed Letter of Transmittal, including any required signature guarantees and any documents required by the Letter of Transmittal, or (b) an Agent's Message (as defined in Section 3 of the Offer to Purchase) in the case of a book-entry transfer, must be received before the Expiration Date by the Depository at the applicable address set forth on the back cover of the Offer to Purchase or (ii) stockholders whose certificates for Shares are not immediately available or who cannot deliver their certificates and all other required documents to the Depository, or cannot complete the procedures for book-entry transfer prior to the Expiration Date, must properly complete and duly execute the Notice of Guaranteed Delivery pursuant to the guaranteed delivery procedures set forth in Section 3 of the Offer to Purchase.

The Company will not pay any fees or commissions to brokers, dealers, commercial banks or trust companies or other nominees (other than fees to the Information Agent, as described in Section 14 of the Offer to Purchase) for soliciting tenders of Shares pursuant to the Offer. The Company will, however, upon request, reimburse brokers, dealers, commercial banks, trust companies or other nominees for customary mailing and handling expenses incurred by them in forwarding the Offer and related materials to the beneficial owners of Shares held by them as a nominee or in a fiduciary capacity. No broker, dealer, commercial bank or trust company has been authorized to act as the agent of the Company, the Information Agent or the Depository for purposes of the Offer. The Company will pay or cause to be paid all stock transfer taxes, if any, on its purchase of the Shares except as otherwise provided in the Offer to Purchase or Instruction 6 in the Letter of Transmittal.

Any inquiries you may have with respect to the Offer may be addressed to the Information Agent at the address and telephone number listed below.

Additional copies of the Offer to Purchase, the Letter of Transmittal and other related materials may also be obtained from the Information Agent for the Offer by calling toll-free at 877-871-1741.

Very truly yours,

Robert Antokol
Chief Executive Officer

NOTHING CONTAINED IN THIS DOCUMENT OR IN THE ENCLOSED DOCUMENTS WILL MAKE YOU OR ANY OTHER PERSON AN AGENT OF THE COMPANY, THE INFORMATION AGENT OR THE DEPOSITARY OR ANY AFFILIATE OF ANY OF THE FOREGOING, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED AND THE STATEMENTS CONTAINED IN THOSE DOCUMENTS.

Please note if you are a direct participant of the Depository Trust Company, you are encouraged to instruct your shareholder clients to return all required documents back to you as their bank/broker. Please provide your shareholder clients with clear and complete instructions.

Banks and brokers should send all required and completed documents on behalf of your shareholder clients to playtikataxdeclaration@dfking.com.

The Information Agent for the Offer is:

D.F. KING & CO., INC.

48 Wall Street, 22nd Floor

New York, NY 10005

Banks and Brokers Call: (212) 269-5550

All Others Call Toll Free: (877) 871-1741

Email: playtika@dfking.com

Offer to Purchase for Cash
by
Playtika Holding Corp.

Up to 51,813,472 Shares of its Common Stock
At a Cash Purchase Price of \$11.58 per Share

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE "EXPIRATION DATE").

August 29, 2022

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, dated August 29, 2022 (together with any amendments or supplements thereto, the "**Offer to Purchase**"), the related letter of transmittal (together with any amendments or supplements thereto, the "**Letter of Transmittal**") and other related materials (together with any amendments or supplements thereto, the Offer to Purchase and the Letter of Transmittal, the "**Offer**") in connection with the offer by Playtika Holding Corp., a Delaware corporation (the "**Company**"), to purchase for cash up to 51,813,472 shares of its common stock, par value \$0.01 per share (each, a "**Share**," and collectively, "**Shares**"), at a price equal to \$11.58 per Share (the "**Purchase Price**") to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions of the Offer.

Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase. The description of the Offer in this letter is only a summary and is qualified by the terms and conditions of the Offer set forth in the Offer to Purchase, the Letter of Transmittal and other related materials.

When used together with a specific time, the term "Expiration Date" refers to the date on which the Offer expires. Upon the terms and subject to the conditions of the Offer, the Company will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer prior to the Expiration Date. The Company will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn. Only Shares properly tendered and not properly withdrawn will be purchased in the Offer in accordance with the terms and subject to the conditions of the Offer (including provisions described in the Offer to Purchase). Under no circumstances will interest be paid on the Purchase Price for the Shares regardless of any delay in making such payment. All Shares acquired in the Offer, if any, will be acquired at the Purchase Price. The Company reserves the right, in its sole discretion, to change the Purchase Price and to increase or decrease the number of Shares sought in the Offer, subject to applicable law. In accordance with the rules of the Securities and Exchange Commission, if more than 51,813,472 Shares are tendered in the Offer the Company may increase the number of Shares accepted for payment in the Offer by no more than 2% of the outstanding Shares.

The Company reserves the right, in its sole discretion, to (i) upon the occurrence of any of certain conditions to the Offer more specifically described in the Offer to Purchase, (a) terminate the Offer and return all tendered Shares to the tendering stockholders, (b) extend the Offer and, subject to the withdrawal rights set forth in the Offer to Purchase, retain all of the tendered Shares until the expiration of the Offer as so extended, (c) waive a

condition of the Offer and, subject to any requirement to extend the period of time during which the Offer is open, purchase all of the Shares properly tendered and not properly withdrawn prior to the Expiration Date or (d) delay acceptance for payment of or payment for Shares, subject to applicable law, until satisfaction or waiver of such condition, or (ii) amend the Offer in any respect, subject to applicable law.

If the terms and conditions of the Offer have been satisfied or waived and 51,813,472 Shares or less are properly tendered and not properly withdrawn prior to the Expiration Date, the Company will buy all Shares properly tendered and not properly withdrawn.

Upon the terms and subject to the conditions of the Offer, if more than 51,813,472 Shares, or such greater number of shares as the Company may elect to purchase, subject to applicable law, have been properly tendered and not properly withdrawn prior to the Expiration Date, the Company will purchase properly tendered and not properly withdrawn shares on a pro rata basis with appropriate adjustments to avoid purchases of fractional shares, as described below. Such proration will apply to all stockholders without priority, including "odd lot" holders (e.g., stockholders who own, beneficially or of record, less than 100 shares and who properly tender all of those shares). As a result, it is possible that, even if the Offer is completed, all of the Shares that a stockholder tenders in the Offer may not be purchased. If proration of tendered Shares is required, the Company will determine the proration factor promptly following the Expiration Date. Subject to adjustment to avoid the purchase of fractional Shares, proration for each stockholder tendering Shares will be based on the ratio of the number of Shares properly tendered and not properly withdrawn by the stockholder to the total number of Shares properly tendered and not properly withdrawn by all stockholders.

As a result of the foregoing, it is possible that fewer than all Shares that you tendered will be purchased even though those Shares were properly tendered and not properly withdrawn. Shares not purchased in the Offer, including Shares not purchased because of proration, will be returned to you at the Company's expense promptly after the Expiration Date. See Section 1, Section 3 and Section 5 of the Offer to Purchase.

The Offer is not conditioned on a minimum number of Shares being tendered. The Offer is subject to certain conditions and may be amended or terminated by the Company under certain circumstances. See Section 6 of the Offer to Purchase.

We are the owner of record of Shares held for your account. As such, we are the only one who can tender your Shares, and we can tender your Shares only pursuant to your instructions. **THE COMPANY IS SENDING YOU THE LETTER OF TRANSMITTAL AND OTHER TENDER OFFER MATERIALS FOR YOUR INFORMATION ONLY; YOU CANNOT USE IT OR ANY OTHER MATERIALS TO TENDER SHARES THE COMPANY HOLDS FOR YOUR ACCOUNT.**

Please instruct the Company as to whether you wish the Company to tender any or all of the Shares the Company holds for your account in accordance with the terms and subject to the conditions of the Offer.

Please note the following:

1. You may tender your Shares at a price equal to \$11.58 per Share, as indicated in the attached Instruction Form, to be paid to you in cash, less any applicable withholding taxes and without interest.
2. You should consult with your broker or other financial or tax advisors on the possibility of designating the priority in which your Shares will be purchased in the event of proration.
3. The Offer, proration period and withdrawal rights will expire at one (1) minute after 11:59 P.M., New York City time, on September 26, 2022, unless the Company extends or terminates the Offer in accordance with the terms and subject to the conditions of the Offer, subject to applicable law.
4. Tendering stockholders who are tendering Shares registered in their name and who are tendering such Shares directly to the Depository (as defined in the Offer to Purchase) will not be obligated to pay any brokerage commissions or fees to the Company or, except as set forth in the Offer to Purchase and the Letter of Transmittal, stock transfer taxes on the Company's purchase of Shares under the Offer.

As more fully described in the Offer to Purchase, pursuant to Israeli tax law, the Company may be required to withhold up to 25% (for individual stockholders) or 23% (for all other stockholders) from the cash payment (if any) made to you with respect to Shares tendered by you and accepted for payment by the Company pursuant to the Offer, unless you are either (1) eligible for a full exemption from such tax and complete and submit to the Company the enclosed Declaration of Status for Israeli Income Tax Purposes (“**Declaration Form**”) and attach additional required documentation confirming your non-Israeli residency together with your tender instructions, or (2) otherwise eligible for an exemption or a more favorable Israeli withholding tax rate. **The Company is (or the Company’s nominee is) the holder of record of Shares held by the Company for your account and therefore, you may submit the Declaration Form only to the Company and by doing so, you also acknowledge that the Company may forward such form (as well as related information) to the Depository, the Information Agent (as defined in the Offer to Purchase) and any person authorized by the Company. You are urged to consult your tax advisors regarding the application of Israeli income and withholding taxes (including eligibility for any withholding tax reduction or exemption, and the refund procedure).**

YOUR PROMPT ACTION IS REQUESTED. YOUR INSTRUCTION FORM SHOULD BE FORWARDED TO THE COMPANY WITH AMPLE TIME TO PERMIT THE COMPANY TO SUBMIT A TENDER ON YOUR BEHALF AND, IF YOU COMPLETED THE DECLARATION FORM (AND ATTACHED ADDITIONAL REQUIRED DOCUMENTATION CONFIRMING YOUR NON-ISRAELI RESIDENCY), REQUEST AN EXEMPTION FROM ISRAELI WITHHOLDING TAX ON YOUR BEHALF, BEFORE THE EXPIRATION DATE. PLEASE NOTE THAT THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED.

If you wish to have the Company tender any or all of your Shares, please (1) so instruct the Company by completing, executing, detaching and returning the attached Instruction Form to the Company and (2) if applicable to you, complete, execute and return to the Company the Declaration Form enclosed to this letter. If you authorize the Company to tender your Shares, the Company will tender all such Shares unless you specify otherwise on the attached Instruction Form.

The Offer is being made solely under the Offer to Purchase, the Letter of Transmittal and related materials, and is being made to all holders of Shares. The Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares residing in any jurisdiction in which the making of the Offer or acceptance thereof will not be in compliance with the securities, “blue sky” or other applicable laws of such jurisdiction.

INSTRUCTION FORM

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, dated August 29, 2022 (together with any amendments or supplements thereto, the “**Offer to Purchase**”), the related letter of transmittal (together with any amendments or supplements thereto, the “**Letter of Transmittal**”) and other related materials (together with any amendments or supplements thereto, the Offer to Purchase and the Letter of Transmittal, the “**Offer**”) in connection with the offer by Playtika Holding Corp., a Delaware corporation (the “**Company**”), to purchase up to 51,813,472 shares of common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”), at a price equal to \$11.58 (the “**Purchase Price**”) per Share to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and subject to the conditions of the Offer. Capitalized terms used herein and not defined herein shall have the meanings given to them in the Offer to Purchase.

The undersigned hereby instruct(s) you to tender to the Company the number of Shares indicated below, or, if no number is specified, all Shares you hold for the account of the undersigned, at the price per Share indicated below, upon the terms and subject to the conditions of the Offer.

**Aggregate Number Of Shares To Be Tendered
By You For The Account Of The Undersigned:** _____ Shares.

SIGNATURE

Signature(s) _____

Name(s) _____

(Please Print)

Taxpayer Identification or Social Security No.: _____

(Please Print)

Address(es) _____

(Include Zip Code)

Phone Number (including Area Code) _____

Date: _____

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely pursuant to the Offer to Purchase, dated August 29, 2022, and the related Letter of Transmittal (as defined below). The Offer is being made to all holders of Shares, provided that the Offer is not being made to, nor will tenders be accepted from or on behalf of, holders of Shares in any state in which making or accepting the Offer would violate that state's laws. In any jurisdiction where the securities, blue sky or other laws require the Offer to be made by a licensed broker or dealer, the Offer shall be deemed to be made on the Company's behalf by one or more registered brokers or dealers licensed under the laws of that jurisdiction.

**Notice of Offer to Purchase for Cash
by**

**Playtika Holding Corp.
of
Up to 51,813,472 Shares of its Common Stock
at a Cash Purchase Price of \$11.58 Per Share**

**THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON
SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR WITHDRAWN.**

Playtika Holding Corp., a Delaware corporation (the "Company"), invites its stockholders to tender up to 51,813,472 shares of its issued and outstanding shares of common stock, par value \$0.01 per share (the "Shares" or "Common Stock"), for purchase by the Company at a purchase price equal to \$11.58 per Share (the "Purchase Price"), net to the tendering stockholder in cash, less the withholding of any applicable taxes and without interest, upon the terms and subject to the conditions described in the Offer to Purchase, dated August 29, 2022 (the "Offer to Purchase"), in the related letter of transmittal (the "Letter of Transmittal"), and in other related materials (collectively with the Offer to Purchase and Letter of Transmittal, as each may be supplemented or amended from time to time, the "Offer").

The Offer is not conditioned on a minimum number of shares being tendered. The Offer is subject to certain conditions and may be amended or terminated by the Company under certain circumstances. See *Section 6—Conditions of the Offer* of the Offer to Purchase.

The Offer will expire one (1) minute after 11:59 P.M., New York City time, on September 26, 2022, unless the Offer is extended or withdrawn (such date and time, as they may be extended, the "Expiration Date").

Upon the terms and subject to the conditions of the Offer, the Company will purchase up to 51,813,472 Shares in the Offer depending on the number of Shares properly tendered and not properly withdrawn pursuant to the Offer. The Company will purchase (i) 51,813,472 Shares, if 51,813,472 or more Shares are properly tendered and not properly withdrawn, or (ii) all Shares properly tendered and not properly withdrawn in the event that less than 51,813,472 Shares are properly tendered and not properly withdrawn.

The Company reserves the right to extend the Offer at any time and for any reason. If the Company extends the Offer, the Company will inform American Stock Transfer & Trust Company, LLC ("AST"), the depository for the Offer (the "Depository"), of that fact and will issue a press release or other public announcement of the extension not later than 9:00 a.m., New York City Time, on the business day after the day on which the Offer was scheduled to expire.

To validly tender Shares, stockholders must do one of the following prior to the Expiration Date:

- if a stockholder's Shares are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, contact the nominee and request that the nominee tender the stockholder's Shares for them. Beneficial owners should be aware that their broker, dealer, commercial bank, trust company or other nominee may establish its own earlier deadlines for participation in the Offer. Accordingly, beneficial owners wishing to participate in the Offer should contact their broker, dealer, commercial bank, trust company or other nominee as soon as possible in order to determine the times by which such owner must take action in order to participate in the Offer;
- if a stockholder holds certificates or book-entry Shares registered in their own name, complete and sign a Letter of Transmittal according to its instructions, and deliver it, together with any required signature guarantees, any certificates for their Shares and any other documents required by the Letter of Transmittal, to AST, the Depository for the Offer, at the applicable address appearing on the back cover page of the Offer to Purchase;
- if a stockholder is an institution participating in The Depository Trust Company, which is called the "Book-Entry Transfer Facility" in the Offer to Purchase, tender their Shares according to the procedure for book-entry transfer described in *Section 3—Procedures for Tendering Shares* of the Offer to Purchase; or
- if a stockholder is a holder of vested options they may exercise their vested options and tender any of the Shares issued upon such exercise. Stockholders must exercise their options sufficiently in advance of the Expiration Date to receive their Shares in order to tender them in the Offer. An exercise of an option cannot be revoked, even if Shares received upon the exercise thereof are tendered in the Offer but are not purchased in the Offer for any reason.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. After the Expiration Date, such tenders are irrevocable, except that they may be withdrawn anytime on or after October 25, 2022, the 40th business day from the commencement of the Offer, if such tendered Shares have not been accepted for payment prior to that time. If you are a registered holder of Shares, for a withdrawal to be effective, a notice of withdrawal, in written form, must be received in a timely manner by the Depository at the applicable address set forth on the back cover of the Offer to Purchase. Any notice of withdrawal must specify the name of the tendering stockholder, the number of Shares to be withdrawn and the name of the registered holder of the Shares. If certificates for Shares to be withdrawn have been delivered or otherwise identified to the Depository, then, before the release of the certificates, the tendering stockholder must also submit the serial numbers shown on the particular certificates for Shares to be withdrawn and the signature(s) on the written notice of withdrawal must be guaranteed by an Eligible Institution (as defined in the Offer to Purchase) (except in the case of Shares tendered for the account of an Eligible Institution). If Shares have been tendered pursuant to the procedure for book-entry transfer described in *Section 3—Procedures for Tendering Shares* of the Offer to Purchase, the notice of withdrawal also must specify the name and the number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares and must otherwise comply with the Book-Entry Transfer Facility's procedures. If a stockholder has used more than one Letter of Transmittal or has otherwise tendered Shares in more than one group of Shares, the stockholder may withdraw Shares using either separate written notices of withdrawal or a combined written notice of withdrawal, so long as the information specified above is included. If you hold Shares through a broker, dealer, commercial bank, trust company or similar institution, you should consult that institution on the procedures you must comply with and the time by which such procedures must be completed in order for that institution to provide a written notice of withdrawal. Withdrawals may not be rescinded, and any Shares properly withdrawn will be deemed not properly tendered. However, withdrawn Shares may be re-tendered before the Expiration Date by again following one of the procedures described in *Section 3—Procedures for Tendering Shares* of the Offer to Purchase.

The Company will be deemed to have accepted for payment (and therefore purchased), subject to the proration provisions of the Offer, Shares that are properly tendered and not properly withdrawn, only when, as and if the Company gives oral or written notice to AST, in its capacity as the Depository, of the Company's acceptance of tendered Shares for payment.

Generally, the exchange of Shares for cash pursuant to the Offer will be a taxable transaction for U.S. federal income tax purposes. A U.S. Holder (as defined in the Offer to Purchase) that participates in the Offer will be treated, depending on such U.S. Holder's particular circumstances, either as recognizing gain or loss from the disposition of the Shares or as receiving a distribution from the Company as described in more detail in the Offer to Purchase.

Payments to tendering stockholders will generally be subject to Israeli withholding tax, unless the stockholder is entitled to an exemption or a different withholding rate. The Company has requested a ruling from the Israeli Tax Authority that, if obtained, would confirm that Israeli tax will not be withheld from tendering stockholders who are non-Israeli tax residents and who satisfy certain requirements described in *Section 12—Certain U.S. Federal Income Tax and Israeli Income Tax Considerations* of the Offer to Purchase; however, the Company cannot assure you that its request will be accepted.

For a discussion of the U.S. federal income tax and Israeli income tax consequences of the sale of Shares pursuant to the Offer, see *Section 12—Certain U.S. Federal Income Tax and Israeli Income Tax Considerations* of the Offer to Purchase.

EACH STOCKHOLDER IS URGED TO CONSULT ITS TAX ADVISORS REGARDING THE TAX CONSEQUENCES OF TENDERING SHARES IN THE OFFER.

The information required to be disclosed by Rule 13e-4(d)(1) of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended, is contained in the Offer to Purchase and is incorporated herein by reference.

Copies of the Offer to Purchase and the Letter of Transmittal will be mailed to record holders of the Company's Shares, including any custodian, brokers, dealers, commercial banks, trust companies and other nominees, or the names of whose nominees, appear on the Company's stockholder list.

The Offer to Purchase and the related Letter of Transmittal contain important information and should be carefully read in their entirety before any decision is made with respect to the Offer.

The Company believes that the Offer represents an efficient mechanism to provide its stockholders with the opportunity to tender all or a portion of their Shares and thereby receive a return of some or all of their investment if they so elect. The Offer may also provide the Company's stockholders with an efficient way to sell their Shares without incurring brokerage fees or commissions associated with open market sales. In addition, if the Company completes the Offer, stockholders who do not participate in the Offer, or who retain an equity interest as a result of a partial tender of Shares or proration, will have increased their relative percentage ownership interest in the Company at no cost to them. The Company believes that the repurchase of Shares is consistent with its long-term goal of maximizing stockholder value.

Following an extensive review of strategic alternatives by the Special Committee (as defined below) of the Company, the Special Committee and the Company's Board of Directors, based on the facts and circumstances described in the offer to purchase for the tender offer, believe, after reviewing, with management and their respective advisors, the Company's operations, financial condition, capital needs, strategy, and expectations for the future, and in light of the information provided by the Giant/Alpha Group (as defined in the Offer to Purchase) regarding the Giant/Alpha Group's debt obligations and requirements of their lenders, that the tender offer is in the best interests of the company and its stockholders (including all the stockholders other than the Giant/Alpha Group), including to avoid a potentially negative impact on the Company and unaffiliated stockholders of the potential exercise of creditors' remedies by the Giant/Alpha Group's lenders or the Giant/Alpha Group having to liquidate a substantial portion of its position.

The Company's Board of Directors (upon the recommendation of a Special Committee of the Board of Directors comprised solely of disinterested and independent directors (the "Special Committee")) has approved the Offer. However, none of the Company, its board of directors (or any committee thereof), AST in its capacity as the depository, D.F. King & Co., Inc., in its capacity as information agent, nor any of the Company's other representatives or advisors or any representatives or advisors of any of the foregoing, make any recommendation to any stockholder as to whether to tender or refrain from tendering their Shares. Each stockholder must make his, her or its own decision whether to tender Shares, and if so, how many Shares to tender.

Any questions or requests for assistance may be directed to D.F. King & Co., Inc., the information agent for the Offer, by telephone toll free at (877) 871-1741. Requests for additional copies of the Offer to Purchase, the Letter of Transmittal and Important Instructions and Information, the Notice of Guaranteed Delivery or related documents may be directed to D.F. King & Co., Inc., the information agent. Stockholders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Offer.

The Depositary for the Offer is:

American Stock Transfer & Trust Company, LLC

The Information Agent for the Offer is:

D.F. King & Co., Inc.

Banks and Brokers Call: (212) 269-5550

All Others Call Toll Free: 877-871-1741

Email: playtika@dfking.com

August 29, 2022

**Notice of Withdrawal
For Tender of Shares of Common Stock
Pursuant to the Offer to Purchase, Dated August 29, 2022
by
Playtika Holding Corp.**

**Up to 51,813,472 Shares of its Common Stock
At a Cash Purchase Price of \$11.58 per Share**

THE OFFER, PRORATION PERIOD AND WITHDRAWAL RIGHTS WILL EXPIRE AT ONE (1) MINUTE AFTER 11:59 P.M., NEW YORK CITY TIME, ON SEPTEMBER 26, 2022, UNLESS THE OFFER IS EXTENDED OR TERMINATED (SUCH DATE AND TIME, AS THEY MAY BE EXTENDED, THE "EXPIRATION DATE").

The undersigned hereby withdraws the tender of his, her or its shares of common stock, par value \$0.01 per share (each, a "**Share**," and collectively, "**Shares**"), of Playtika Holding Corp., a Delaware corporation (the "**Company**") pursuant to the offer of the Company to purchase up to 51,813,472 of its Shares at a purchase price equal to \$11.58 per Share (the "**Purchase Price**") to the seller in cash, less any applicable withholding taxes and without interest, upon the terms and conditions described in the Offer to Purchase, dated August 29, 2022 (together with any amendments or supplements thereto, the "**Offer to Purchase**"), in the related letter of transmittal (together with any amendments or supplements thereto, the "**Letter of Transmittal**") and in other related materials as may be amended or supplemented from time to time (collectively, with the Offer to Purchase and this Letter of Transmittal, the "**Offer**").

If you have questions or need assistance, you should contact D.F. King & Co., Inc., the information agent for the offer (the "**Information Agent**") at its address and telephone number set forth on the back cover of the Offer to Purchase. If you require additional copies of the Offer to Purchase, the Letter of Transmittal, the Notice of Guaranteed Delivery, the IRS Form W-9 or other related materials, you should contact the Information Agent. Copies will be furnished promptly at the Company's expense.

All withdrawals of Shares previously tendered in the Offer must comply with the procedures set forth in Section 4 of the Offer to Purchase.

The undersigned has identified in the table below the Shares that are being withdrawn from the Offer. If a stockholder has used more than one Letter of Transmittal or has otherwise tendered Shares in more than one group of Shares, the stockholder may withdraw Shares using either separate written notices of withdrawal or a combined written notice of withdrawal, so long as the information specified above is included.

DESCRIPTION OF SHARES TO BE WITHDRAWN

SHARES TO BE WITHDRAWN

Number of Shares: _____

DESCRIPTION OF SHARES TO BE WITHDRAWN

SHARES TO BE WITHDRAWN

Number of Shares: _____

CUSIP NO: _____

Name of Tendering Stockholder:

Name of Registered Holder of the Shares:

Serial Numbers for Certificates for Shares (if applicable):

DESCRIPTION OF SHARES TO BE WITHDRAWN

SHARES TO BE WITHDRAWN

Number of Shares: _____

CUSIP NO: _____

Name of Tendering Stockholder:

Name of Registered Holder of the Shares:

Serial Numbers for Certificates for Shares (if applicable):

For withdrawals of Shares delivered through The Depository Trust Company (the “Book-Entry Transfer Facility”), this notice of withdrawal (this “Notice of Withdrawal”) should only be used for such withdrawals if the undersigned needs to withdraw Shares after the Book-Entry Transfer Facility closes, which is expected to occur at 5:00 p.m., New York City time, on the Expiration Date. Otherwise, the Book-Entry Transfer Facility’s form of notice of withdrawal should be used to withdraw such Shares.

Once the Book-Entry Transfer Facility has closed, if you beneficially own Shares that were previously delivered through the Book-Entry Transfer Facility, then in order to properly withdraw your Shares, the institution through which your Shares are held must deliver via email this Notice of Withdrawal to American Stock Transfer & Trust Company, LLC, the depository for the Offer (the “**Depository**”), at info@astfinancial.com and Dapisa@astfinancial.com prior to one (1) minute after 11:59 p.m., New York City time, on the Expiration Date. You should consult with such institution on the procedures that must be complied with and the time by which such procedures must be completed to ensure that the institution has ample time to submit this Notice of Withdrawal on your behalf prior to one minute after 11:59 p.m. on the Expiration Date.

This form must be signed below by the applicable Book-Entry Transfer Facility participant as its name appears on a security position listing showing such participant as the owner of the Shares being tendered. If signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please set forth the full title of such persons.

Name of Book-Entry Transfer Facility Participant: _____

Account Number(s): _____

Signature(s): _____

Capacity (Full Title): _____

Address (and Zip Code): _____

Telephone Number: _____

Email Address: _____

TIN or SSN: _____

Book-Entry Transfer Facility Participant No.: _____

Transaction Code Number: _____

Date: _____

The Company will determine all questions as to the form and validity, including the time of receipt, of any notice of withdrawal, in the Company’s sole discretion, which determination will be final and binding on all parties absent a finding to the contrary by a court of competent jurisdiction. Neither the Company nor the Depository, the Information Agent or any other person will be obligated to give notice of any defects or irregularities in any notice of withdrawal, nor will any of the foregoing incur liability for failure to give any such notification.

Withdrawals may not be rescinded, and any Shares properly withdrawn will be deemed not properly tendered for purposes of the Offer. However, withdrawn Shares may be re-tendered before the Expiration Date by again following one of the procedures described in Section 3 of the Offer to Purchase.

***E-Mail to Playtika Employees
Regarding Tender Offer***

Dear Playtikans,

Today, Playtika Holding Corp. (“Playtika”) announced a tender offer to purchase up to 51,813,472 shares of our common stock (“Playtika Stock”) at a price equal to \$11.58 per share, less any applicable withholding taxes. If you own Playtika Stock, you may offer to sell them back to Playtika through a process known as a “tender offer”. Playtika, its board of directors and management are not recommending any particular course of action, including whether you should participate in the tender offer.

We will provide more information in the coming days. In the meantime, we have filed materials which provide information regarding the specifics of the tender offer. These are available at <https://investors.playtika.com/financial-information/sec-filings> or www.sec.gov.

If you have any questions about the tender offer, you may contact D.F. King & Co., Inc., the information agent for the tender offer, by email to playtika@dfking.com or by calling (877) 871-1741.

CONTACT:
Playtika Holding
Corp.
Investor Relations
ir@playtika.com
www.playtika.com

**Playtika Announces Commencement of Tender Offer
to Purchase up to 51,813,472 Shares of its Common Stock**

HERZLIYA, Israel, August 29, 2022—Playtika Holding Corp. (NASDAQ: PLTK) (“**Playtika**”), a mobile gaming entertainment and technology market leader with a portfolio of multiple game titles, today announced that it has commenced a tender offer for the purchase of up to 51,813,472 shares of Playtika’s issued and outstanding common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”) or such lesser number of Shares as are properly tendered and not properly withdrawn, at a price of \$11.58 per Share, to be paid to the seller in cash less any applicable withholding taxes, in accordance with the terms and subject to the conditions described in the offer to purchase, the related letter of transmittal and other related materials, as each may be amended or supplemented from time to time.

The closing price of the Shares on The Nasdaq Global Select Market on August 26, 2022, the last full trading day before the start of the tender offer, was \$10.92 per Share. The tender offer is scheduled to expire one minute after 11:59 P.M., New York City Time, September 26, 2022, unless the offer is extended or terminated.

The tender offer is not conditioned on a minimum number of Shares being tendered. The tender offer is subject to certain terms and conditions, including that it may be amended or terminated by Playtika under certain circumstances, which are described in detail in the offer to purchase. Specific instructions and a complete explanation of the terms and conditions of the tender offer are contained in the offer to purchase, the related letter of transmittal and other related materials, which will be mailed to stockholders of record promptly.

Following an extensive review of strategic alternatives by the Special Committee comprised solely of disinterested and independent directors (the “**Special Committee**”) of the Board of Directors (the “**Board**”) of Playtika, the Special Committee and the Board, based on the facts and circumstances described in the offer to purchase for the tender offer, believe, after reviewing, with management and their respective advisors, Playtika’s operations, financial condition, capital needs, strategy, and expectations for the future, and in light of the information provided by Playtika’s controlling shareholder group, Playtika Holding UK II Limited, Alpha Frontier Limited, Shanghai Cibi Business Information Consultancy Co., Ltd., Shanghai Jukun Network Technology Co., Ltd., Giant Network Group Co., Ltd., Giant Investment Co., Ltd., Yuzhu Shi, Hazlet Global Limited, Equal Sino Limited and Jing Shi (collectively, the “**Giant/Alpha Group**”), regarding the Giant/Alpha Group’s debt obligations and requirements of their lenders, that the tender offer is in the best interests of Playtika and its stockholders (including all the stockholders other than the Giant/Alpha Group), including to avoid a potentially negative impact on Playtika and unaffiliated stockholders of the potential exercise of creditors’ remedies by the Giant/Alpha Group’s lenders or the Giant/Alpha Group having to liquidate a substantial portion of its position.

The Giant/Alpha Group has entered into that certain Tender Agreement, dated as of August 26, 2022 (the “**Tender Agreement**”) with Playtika, which requires, among other things, that the Giant/Alpha Group tender at least 211,711,155 Shares in the Offer and not withdraw such Shares except as permitted under the terms of the Tender Agreement, including the right to withdraw such number of Shares as may be necessary (1) to result in tendering such Shares as will result in \$323 million in gross proceeds payable to the Giant/Alpha Group, and (2) to maintain an ownership of 51.7% on a fully diluted basis after the Offer.

None of Playtika, the members of its Board (or any committee thereof), the information agent, the depository or any of Playtika’s other representatives or advisors for the tender offer or any representatives or advisors of any of the foregoing for the tender offer makes any recommendation as to whether or not any stockholder should participate in the tender offer.

D.F. King & Co., Inc. is serving as the information agent for the tender offer and American Stock Transfer & Trust Company, LLC is serving as the depository. **For all questions relating to the tender offer, please contact the information agent, D.F. King & Co., Inc. at playtika@dfking.com or call toll-free at (877) 871-1741.**

About Playtika

Playtika is a mobile gaming entertainment and technology market leader with a portfolio of multiple game titles. Founded in 2010, Playtika was among the first to offer free-to-play social games on social networks and, shortly after, on mobile platforms. Headquartered in Herzliya, Israel, and guided by a mission to entertain the world through infinite ways to play, Playtika has employees across offices worldwide.

Additional Information Regarding the Tender Offer

This press release is for informational purposes only. It is not a recommendation to buy or sell Shares or any other securities of Playtika, and is neither an offer to purchase nor a solicitation of an offer to sell Shares.

Today, Playtika will be filing with the United States Securities and Exchange Commission (the “SEC”) a tender offer statement on Schedule TO, including an offer to purchase, a related letter of transmittal and related materials. The tender offer will only be made pursuant to the offer to purchase, the related letter of transmittal and other related materials filed as part of the issuer tender offer statement on Schedule TO, in each case as may be amended or supplemented from time to time. Stockholders should read carefully the offer to purchase, the related letter of transmittal and other related materials because they contain important information, including the various terms of, and conditions to, the tender offer.

Stockholders will be able to obtain a free copy of the tender offer statement on Schedule TO, the offer to purchase, the related letter of transmittal and related materials at the SEC’s website at www.sec.gov. In addition, free copies of these documents may be obtained by contacting D.F. King & Co., Inc., the information agent for the tender offer, toll-free at (877) 871-1741.

Forward-Looking Statements

This press release includes “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, including statements regarding the completion, timing and size of the tender offer. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. Further, statements that include words such as “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “present,” “preserve,” “project,” “pursue,” “will,” or “would,” or the negative of these words or other words or expressions of similar meaning may identify forward-looking statements.

Important factors that could cause actual results to differ materially from estimates or projections contained in the forward-looking statements include without limitation:

- Playtika’s ability to commence and complete the tender offer, including Playtika’s ability to satisfy the conditions to the tender offer and the number of Shares Playtika is able to purchase pursuant to the tender offer;
- Playtika’s ability to achieve the benefits contemplated by the tender offer;
- Any adverse impact that the tender offer may have on Playtika and the trading market for Playtika’s common stock;
- Playtika’s reliance on third-party platforms, such as the iOS App Store, Facebook, and Google Play Store, to distribute Playtika’s games and collect revenues, and the risk that such platforms may adversely change their policies;
- Playtika’s reliance on a limited number of games to generate the majority of its revenue;
- Playtika’s reliance on a small percentage of total users to generate a majority of its revenue;
- Playtika’s free-to-play business model, and the value of virtual items sold in Playtika’s games, is highly dependent on how Playtika manages the game revenues and pricing models;

- Playtika's inability to complete acquisitions and integrate any acquired businesses successfully could limit its growth or disrupt its plans and operations;
- Playtika may be unable to successfully develop new games;
- Playtika's ability to compete in a highly competitive industry with low barriers to entry;
- Playtika has significant indebtedness and is subject to the obligations and restrictive covenants under its debt instruments;
- the impact of the COVID-19 pandemic on Playtika's business and the economy as a whole;
- the impact of an economic recession or periods of increased inflation, and any reductions to household spending on the types of discretionary entertainment that Playtika offers;
- Playtika's controlled company status;
- changes in the financial situation or liquidity requirements of, or regulatory rules or requirements applicable to, Playtika's controlling stockholder group;
- the number of Shares that the Giant/Alpha Group will tender;
- legal or regulatory restrictions or proceedings could adversely impact Playtika's business and limit the growth of Playtika's operations;
- risks related to Playtika's international operations and ownership, including Playtika's significant operations in Israel, Ukraine and Belarus and the fact that Playtika's controlling stockholder group includes a Chinese-owned company;
- Playtika's reliance on key personnel;
- security breaches or other disruptions could compromise Playtika's information or its players' information and expose Playtika to liability; and
- Playtika's inability to protect its intellectual property and proprietary information could adversely impact Playtika's business.

Additional factors that may cause future events and actual results, financial or otherwise, to differ, potentially materially, from those discussed in or implied by the forward-looking statements include the risks and uncertainties discussed in Playtika's filings with the Securities and Exchange Commission. Although Playtika believes that the expectations reflected in the forward-looking statements are reasonable, Playtika cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur, and reported results should not be considered as an indication of future performance. Given these risks and uncertainties, readers are cautioned not to place undue reliance on such forward-looking statements.

Except as required by law, Playtika undertakes no obligation to update any forward-looking statements for any reason to conform these statements to actual results or to changes in Playtika's expectations.

TENDER AGREEMENT

TENDER AGREEMENT, dated as of August 26, 2022 (this “**Agreement**”), by and among Playtika Holding Corp., a Delaware corporation (the “**Company**”), Playtika Holding UK II Limited, a company organized under the laws of England and Wales (“**PHUK II**”), Hazlet Global Limited, a company organized under the laws of the British Virgin Islands (together with PHUK II, each, a “**Holder**”, and collectively, the “**Holders**”), Alpha Frontier Limited, an exempted company organized under the laws of the Cayman Islands (“**Alpha**”), Shanghai Cibi Business Information Consultancy Co., Limited, a company organized under the laws of the People’s Republic of China (“**Shanghai Cibi**”), Shanghai Jukun Network Technology Company Limited, a company organized under the laws of the People’s Republic of China (“**Shanghai Jukun**”), Giant Network Group Company Limited, a company organized under the laws of the People’s Republic of China (“**Giant Network**”), Giant Investment Company Limited, a company organized under the laws of the People’s Republic of China (“**Giant Investment**”), Yuzhu Shi, an individual (“**Shi**”), Equal Sino Limited, a company organized under the laws of the British Virgin Islands (“**Equal Sino**”), and Jing Shi, an individual (together with the Holders, Alpha, Shanghai Cibi, Shanghai Jukun, Giant Network, Giant Investment, Shi and Equal Sino, the “**Giant Parties**”).

RECITALS

WHEREAS, as of the date hereof, the Company announced that it has commenced a tender offer (as may be amended or supplemented from time to time, the “**Offer**”) for the purchase of up to 51,813,472 shares of the Company’s issued and outstanding common stock, par value \$0.01 per share (each, a “**Share**,” and collectively, “**Shares**”) or such lesser number of Shares as are properly tendered and not properly withdrawn, at a price of \$11.58 per Share (as may be amended or supplemented from time to time, the “**Purchase Price**”), to be paid to the seller in cash less any applicable withholding taxes, upon the terms and subject to the conditions described in an offer to purchase (as may be amended or supplemented from time to time, the “**Offer to Purchase**”), in the related letter of transmittal and in other related materials, each as may be amended or supplemented from time to time (collectively, the “**Offer Documents**”);

WHEREAS, as a condition to the Company’s willingness to commence the Offer, the Giant Parties have agreed to enter into this Agreement; and

WHEREAS, as of the date hereof, the Holders, in the aggregate (but without duplication), are the beneficial (as such term is defined in Rule 13d-3 under the Exchange Act, which meaning will apply for all purposes of this Agreement whenever the term “beneficial” or “beneficially” is used) holders of 231,082,594 Shares (such Shares, together with any Shares that are hereafter issued to or otherwise acquired, or beneficially owned by the Holders prior to the termination of this Agreement, being referred to as the “**Subject Shares**” of the Holders).

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

Definitions

1.1 Certain Definitions. For all purposes of and under this Agreement, the following capitalized terms shall have the following respective meanings:

“**Affiliate**” shall mean, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of the immediately preceding sentence, the term “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

“**Business Day**” shall have the meaning given to such term in Rule 14d-1(g) under the Exchange Act.

“**Consent**” shall mean any approval, consent, license, ratification, permission, waiver, order or authorization (including from any Governmental Authority).

“**Contract**” shall mean any legally binding contract, subcontract, agreement, obligation, license, sublicense, note, bond, mortgage, indenture, deed of trust, franchise, lease, sublease, loan, credit agreement or other instrument.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules and regulations thereto.

“**Expiration Date**” shall mean that date and time that is one (1) minute after 11:59 P.M., New York City Time, on September 26, 2022, or, if the Offer is extended, such later date and time that the Offer shall expire.

“**Fully-Diluted Outstanding Shares**” shall mean, as of the applicable date, the sum of (i) the aggregate number of Shares outstanding, (ii) the total number of Shares issuable upon the exercise of all outstanding stock options of the Company and (iii) the total number of Shares covered by outstanding restricted stock units or outstanding performance stock units, whether or not vested.

“**Governmental Authority**” shall mean (a) any government, (b) any governmental or regulatory entity, body, department, commission, subdivision, board, administrative agency or instrumentality, (c) any court, tribunal, judicial body, or an arbitrator or arbitration panel, or (d) any non-governmental self-regulatory agency, securities exchange, commission or authority, in each of (a) through (d) whether supranational, national, federal, state, county, municipal, provincial, and whether local, domestic or foreign.

“**Law**” shall mean any and all applicable federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, ordinance, code, rule, regulation, ruling or other legal requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“**Legal Proceeding**” shall mean any (a) civil, criminal or administrative actions, or (b) litigations, arbitrations or other proceedings, in each of (a) and (b), before any Governmental Authority.

“**Lien**” shall mean any lien, claim, proxy, voting trust or agreement, option, pledge, hypothecation, charge, mortgage, security interest, encumbrance or other restriction of similar nature (including any restriction on title, the transfer of any security or other asset, or any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset, including, with respect to equity interests, the right to exercise any rights of a stockholder).

“**Order**” shall mean any order, judgment, award, decision, decree, injunction, ruling, writ or assessment of any Governmental Authority (whether temporary, preliminary or permanent) that is binding on any Person or its property under applicable Law.

“**Permit**” shall mean franchises, grants, authorizations, establishment registrations, licenses, permits, easements, variances, exceptions, Consents, certificates, approvals and Orders of any Governmental Authority.

“**Person**” shall mean any individual, corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization, entity or Governmental Authority.

“**Securities Act**” shall mean the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute, rules or regulations thereto.

ARTICLE II

Agreement to Tender

2.1 Agreement to Tender.

(a) Within ten Business Days after the date hereof, the Holders shall duly tender into the Offer at least 211,711,155 of the Subject Shares (with the allocation between the Holders being determined by the Holders in their discretion) pursuant to and in accordance with the terms of the Offer by (i) delivering to the depository designated in the Offer (the “**Depository**”) all documents and instruments required to be delivered pursuant to the terms of the Offer, including a joint letter of transmittal, and/or (ii) instructing the Holders’ broker or such other Person that is the holder of record of any Subject Shares beneficially owned by the Holders to tender such Subject Shares pursuant to and in accordance with the terms of the Offer.

(b) The Holders agree that once the applicable Subject Shares are tendered pursuant to the terms hereof, the Holders shall not withdraw any tender of such Subject Shares, unless and until this Agreement shall have been terminated in accordance with Section 6.1 hereof; *provided* that notwithstanding the foregoing the Holders may, during the 24-hour period immediately preceding the Expiration Date, validly withdraw in the aggregate up to that number of the Subject Shares previously tendered in the Offer that are (i) in excess of the number of Shares necessary, based upon the most recent number of Shares tendered in the Offer by all other holders (including pursuant to notices of guaranteed delivery) as disclosed by the Company to the Holders in writing at such time, to result in the purchase of an aggregate of 27,892,919 Subject Shares by the Company from the Holders pursuant to the Offer and (ii) to the extent not withdrawn pursuant to clause (i), any additional Shares tendered in the Offer by PHUK II that would, if tendered, result in either (A) a “Change in Control” as defined in the Playtika Holding Corp. 2021-2024 Retention Plan, as amended, or (B) the Holders beneficially owning less than 51.7% of the Fully-Diluted Outstanding Shares immediately following the consummation of the Offer (provided that the “Pre-Closing” as defined in the Joffre SPA (as defined below) has not occurred), in each case, *provided further* that such withdrawal is completed in accordance with the terms of the Offer and the requirements of the Depository.

(c) If the Offer is terminated or withdrawn by the Company, the Company shall promptly return, and shall cause the Depository to return, all tendered Subject Shares to the registered holders of the Subject Shares (and in connection with the foregoing, the Company will direct the Depository to so return such tendered Subject Shares within three (3) business days of any such termination or withdrawal).

2.2 No Transfer. During the period beginning on the date of this Agreement and ending on the date that this Agreement shall have been terminated in accordance with Section 6.1 hereof, each Holder agrees that it shall not, directly or indirectly: (a) sell, distribute, assign, convey, transfer, grant, pledge, hypothecate or otherwise encumber or dispose of any Subject Shares; (b) deposit any Subject Shares into a voting trust or enter into a voting agreement or any other arrangement with respect to any such Subject Shares or purport to grant any proxy with respect thereto; (c) enter into any contract, option or other arrangement or undertaking with respect to the direct or indirect acquisition or sale, assignment, transfer or other disposition of any Subject Shares; (d) otherwise permit any Liens to be created on any Subject Shares (except for Permitted Liens (as defined below)) or (e) commit or agree to take any of the foregoing actions (any action described in clauses (a), (b), (c), (d) and (e), a “**Transfer**”); *provided*, that the foregoing shall not prohibit (i) Transfers among the Holders or (ii) sales of Shares to JPHL (as defined below) pursuant to the terms of the Joffre SPA (as defined below), subject to the Holders’ continued compliance with Section 2.1. Any Transfer or action in violation of this Section 2.2 shall be void *ab initio*.

2.3 Further Assurances. Each Holder shall execute and deliver, or cause to be executed and delivered, such further certificates, instruments and other documents as the Company may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.

Representations and Warranties of The Holders

Each Holder hereby represents and warrants to the Company as follows:

3.1 Authorization. Such Holder has all requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. This Agreement has been duly executed and delivered by or on behalf of it and, assuming the due authorization, execution and delivery of this Agreement by the other parties hereto, this Agreement constitutes a legal, valid and binding obligation of such Holder, enforceable against such Holder in accordance with its terms, except to the extent that enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar Laws affecting or relating to creditors' rights generally and subject to general principles of equity. Such Holder (i) is duly organized, validly existing and in good standing (with respect to jurisdictions that recognize such concept or equivalent) under the Laws of the jurisdiction of its organization, (ii) the execution and delivery of this Agreement, such Holder's performance of its obligations under this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate or other organizational action on the part of such Holder and no other corporate or other organizational action on the part of such Holder is necessary to authorize the execution and delivery of this Agreement, the performance by such Holder of its covenants and obligations hereunder or the consummation of the transactions contemplated hereby, and (iii) no approval by any holder of such Holder's equity, membership or other security interests is necessary to approve this Agreement under applicable Law or such Holder's organizational documents, except such approvals as have been obtained or waived on or prior to the date hereof.

3.2 Governmental Filings; No Violations; Certain Contracts.

(a) No consent, approval, order or authorization of, or registration, declaration or filing with or notice to, any Government Authority is required to be obtained or made by such Holder in connection with the execution and delivery of this Agreement, except for (i) such filings and reports as may be required pursuant to the applicable requirements of the Securities Act, the Exchange Act and any other applicable state or federal securities, takeover and "blue sky" Laws and (ii) such consents, authorizations, filings, approvals and registrations which, if not obtained or made, are not reasonably likely to prevent, materially delay or materially impair the performance of such Holder's obligations under this Agreement.

(b) The execution and delivery by such Holder of this Agreement does not, and the performance by such Holder of its covenants and obligations hereunder and the consummation of the transactions contemplated hereby will not, conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of, or result in, termination, cancellation, modification or acceleration of any obligation or to the loss of a material benefit under (or give rise to any right of termination, cancellation, modification or acceleration or any event that, with the giving of notice, the passage of time or otherwise, would constitute a default or give rise to any such right), or result in (or, with the giving of notice, the passage of time or otherwise, would result in) the creation of any Lien in or upon any of the

properties, assets or rights of such Holder or any of its Affiliates under, or give rise to any increased, additional, accelerated or guaranteed rights or entitlements under, require any Consent of any Person or require any Permit of, or filing with or notification to, any Governmental Authority, pursuant to (A) any Contract to which such Holder or any of its Affiliates is a party or by which such Holder, any of its Affiliates or any of their respective properties or assets may be bound, (B) any Law or Order applicable to such Holder or any of its Affiliates or by which such Holder or any of its Affiliates or any of their respective properties or assets may be bound or (C) the organizational documents of such Holder or any of its Affiliates, except in each case as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of such Holder to perform its obligations under this Agreement or to consummate the transactions contemplated hereby.

3.3 Litigation. As of the date of this Agreement, there is no Legal Proceeding or governmental or administrative investigation, audit, inquiry or action pending or, to the knowledge of such Holder, threatened, against such Holder or any of its Affiliates that seeks to enjoin, or is reasonably likely to have the effect of preventing, making illegal or otherwise interfering with, the performance of such Holder's obligations under this Agreement, except as would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of such Holder to perform such Holder's obligations under this Agreement or to consummate the transactions contemplated hereby.

3.4 Ownership of Subject Shares; Voting and Dispositive Power. As of the date hereof, the Holders, in the aggregate (but without duplication), are the beneficial holders of 231,082,594 Shares. The Holders have full voting power and power of disposition with respect to all such Subject Shares free and clear of any Liens, except (a) for any such Lien that may be imposed pursuant to (i) this Agreement, (ii) the organizational documents of the Company or (iii) any applicable restrictions on transfer under the Securities Act, including the rules and regulations promulgated thereunder, or any "blue sky" Laws of the various states of the United States and (b) the Liens set forth on Exhibit A (collectively, the "**Permitted Liens**"). No Permitted Liens prevent any Holder from tendering Shares in accordance with Section 2.1. Except pursuant to this Agreement or the Joffre SPA (as defined below) or as set forth in the organizational documents of the Company, no Person has any contractual or other right or obligation to purchase or otherwise directly acquire any of the Subject Shares.

3.5 Additional Company Common Stock. Each Holder hereby agrees to promptly (and in any event within one (1) Business Day) notify the Company of the number of any additional Shares with respect to which beneficial ownership is acquired by such Holder, if any, after the date hereof, by transfer or any other mechanism. Any such Shares shall automatically become subject to the terms of this Agreement as though owned by such Holder as of the date hereof.

3.6 Brokers. As of the date of this Agreement, no broker, finder, investment banker or financial advisor is or would be entitled to receive any brokerage, finder's, financial advisory, transaction or other fee or commission in connection with this Agreement or the transactions contemplated hereby from the Company based upon agreements made by or on behalf of the Holders in their capacities as stockholders of the Company.

3.7 Value of the Shares Tendered. Each Holder is aware that future changes and developments in (a) the Company's business and financial condition and operating results, (b) the industries in which the Company competes and (c) overall market and economic conditions, may have a favorable impact on the value of the Shares tendered in the Offer by such Holder following the tender thereof pursuant to this Agreement.

3.8 Reliance. Each Holder understands and acknowledges that the Company's willingness to commence the Offer is in reliance upon the Holders' execution, delivery and performance of this Agreement. Each Holder also acknowledges that the Company is relying on the representations and warranties contained in this ARTICLE III, and would not engage in the Offer in the absence of such representation and warranties.

ARTICLE IV

Representations and Warranties of the Giant Parties

Each Giant Party hereby represents and warrants to the Company as follows:

4.1 Joffre Arrangements. There are no arrangements, agreements or understandings (whether written or oral) (each, an "**Additional Agreement**") between or among the Giant Parties, on the one hand, and Joffre Palace Holdings Limited ("**JPHL**") or any of its Affiliates, on the other hand, regarding the Company or any Shares, other than that certain Stock Purchase Agreement, dated as of June 27, 2022, by and between PHUK II and JPHL, as amended (the "**Joffre SPA**"). The Joffre SPA remains in full force and effect, and neither party is in breach of the terms thereof. The Offer does not violate the terms of the Joffre SPA. Except as set forth in Schedule 4.1, the Joffre SPA has not been amended or modified and no term has been waived (whether orally or in writing) by any party thereto, and there are no discussions between such parties regarding any such amendment, modification or waiver, nor any termination or breach thereof.

4.2 Indebtedness. Schedule 4.2 lists all of the debt agreements and obligations (including guarantee obligations), and related maturity dates, of the Giant Parties that are secured by the Subject Shares or that the Giant Parties expect to fulfill with proceeds relating to the Subject Shares. The Giant Parties' lenders have provided confirmation that the maturities existing under the Giant Parties' various debt agreements or arrangements (including any guarantee obligations), to the extent such agreements or arrangements previously matured prior to the date of this Agreement but have not been repaid in full, have been extended to the dates set forth on Schedule 4.2, subject to the condition that the Offer be commenced on the terms and conditions included in the Offer Documents.

4.3 No Material Misstatements. No information contained in the Offer Documents or any other related documents that has been supplied by or on behalf of the Giant Parties in connection with the transactions contemplated hereby (including information relating to the Giant Parties' liquidity needs and the transactions contemplated by the Joffre SPA) contains any untrue statement of a material fact, or omits any statement of a material fact necessary in order to make the statements contained therein not misleading.

4.4 Reliance. Each Giant Party understands and acknowledges that the Company's willingness to commence the Offer is in reliance upon the Giant Parties' execution, delivery and performance of this Agreement. Each Giant Party also acknowledges that the Company is relying on the representations and warranties contained in this ARTICLE IV, and would not engage in the Offer in the absence of such representation and warranties.

ARTICLE V

Other Agreements

5.1 Notification Obligations. From the date hereof until the termination of this Agreement, the Giant Parties shall promptly (and in any event within 24 hours) notify the Company of any material changes, facts, circumstances, developments or events (i) related to the transactions contemplated by the Joffre SPA (including any breaches, amendments, modifications, waivers or terminations or any written or oral request or proposal by JPHL for an amendment, modification or waiver) or any Additional Agreements entered into by any of the Giant Parties, (ii) related to the indebtedness of any Giant Party, or (iii) to which any Giant Party becomes aware that would cause any representation or warranty contained in ARTICLE III or ARTICLE IV to cease to be true and correct in any respect. The parties hereto agree that any information provided by the Giant Parties pursuant to the foregoing sentence shall be deemed "Information" as defined in, and subject to the terms of, the Confidential Disclosure Agreement, dated February 2, 2022, between PHUK II and the Company.

5.2 Indemnification. Each Giant Party shall, jointly and severally, indemnify, defend and hold harmless the Company and its controlled Affiliates (collectively, the "**Indemnified Parties**"), to the fullest extent lawful, from and against any and all damages, losses, liabilities, costs and expenses (including reasonable out of pocket expenses for fees of counsel) from any third Person claims or actions arising out of or related to the Offer or the Offer Documents (collectively, "**Indemnifiable Losses**"), but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Offer Documents (or any amendments thereto) in reliance upon and in conformity with information provided by the Giant Parties for inclusion in the Offer Documents, which statements are set forth on Schedule 5.2. In no case shall any Giant Party be liable for any Indemnifiable Loss to the extent it is finally judicially determined that such Indemnifiable Loss arose out of the willful misconduct, fraud, bad faith or gross negligence of an Indemnified Party.

ARTICLE VI

General Provisions

6.1 Termination. This Agreement and all obligations, covenants and agreements contained herein, including the tender agreements contemplated hereby, shall automatically terminate and cease to be effective at the earliest to occur of: (a) any reduction by the Company of the Purchase Price or the number of Shares to be purchased in the Offer without the prior written approval of the Holders; (b) the effective date of a written agreement of the parties hereto terminating this Agreement; and (c) the Offer having been terminated or having expired, in each case, in accordance with the terms of the Offer to Purchase; *provided, however*, that in the case of any termination, ARTICLE III, ARTICLE IV, Section 5.2 and this ARTICLE VI shall survive such termination.

6.2 Notices. All notices and other communications to any party hereunder shall be in writing and shall be deemed given if personally delivered, emailed (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses:

If to a Giant Party, to such Giant Party at: the address listed below such Giant Party's name on the signature page of such Giant Party,

With a copy (which shall not constitute notice) to:

Fenwick & West LLP
801 California Street
Mountain View, CA 94041
Attention: David Michaels
Ken Myers
Ryan Mitteness
Niping Wu
E-mail: [***]

If to the Company, to:

Playtika Holding Corp.
c/o Playtika Ltd.
HaChoshlim St 8
Herzliya Pituach, Israel
Attention: Michael Cohen, Chief Legal Officer and Corporate Secretary
E-mail: [***]

With a copy (which shall not constitute notice) to:

Latham & Watkins LLP
650 Town Center Drive
Costa Mesa, CA 92626
Attention: Michael Treska
Darren Guttenberg
Email: [***]

and

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Perry J. Shwachman
Jonathan A. Blackburn
Email: [***]

and

Sidley Austin LLP
787 Seventh Avenue
New York, NY 10019
Attention: John H. Butler
Email: [***]

or such other address or email address as such party may hereafter specify by like notice to the other parties hereto. All such notices, requests and other communications shall be deemed received on the date of actual receipt by the recipient thereof if received prior to 5:00 p.m. local time in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

6.3 Severability. In the event that any term or other provision of this Agreement, or the application thereof, is invalid, illegal or incapable of being enforced by any rule of Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

6.4 Third Party Beneficiaries. This Agreement (including the documents and instruments referred to herein) is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of such parties. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance herewith without notice or liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any of the parties hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date hereof or as of any other date.

6.5 Governing Law; Jurisdiction; Specific Performance; Waiver to Jury Trial.

(a) This Agreement, including any claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance thereof or the transactions contemplated hereby, shall be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to this Agreement or the transactions contemplated by this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with Section 6.2 or in such other manner as may be permitted by applicable Law, and nothing in this Section 6.5 shall affect the right of any party to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably and unconditionally consents and submits itself and its properties and assets in any action or proceeding to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, the state or federal courts in the State of Delaware) in the event any dispute or controversy arises out of this Agreement or the transactions contemplated hereby, or for recognition and enforcement of any judgment in respect thereof; (iii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (iv) agrees that any actions or proceedings arising in connection with this Agreement or the transactions contemplated hereby shall be brought, tried and determined only in the Court of Chancery of the State of Delaware (or, only if the Court of Chancery of the State of Delaware lacks subject matter jurisdiction, any state or federal court in the State of Delaware); (v) waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any action relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each of the parties hereto agrees that a final judgment in any action or proceeding in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) The parties hereto agree that irreparable damage for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Subject to the following sentence, the parties acknowledge and agree that (i) the parties shall be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts

described in Section 6.5(b) without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement and (ii) the right of specific enforcement is an integral part of the Offer and the transactions contemplated by the Offer Documents, and without that right none of the parties hereto would have entered into this Agreement. The parties hereto agree not to assert that a remedy of specific enforcement is unenforceable, invalid, contrary to Law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. The parties hereto acknowledge and agree that any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 6.5(c) shall not be required to provide any bond or other security in connection with any such order or injunction.

(d) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (C) IT MAKES SUCH WAIVER VOLUNTARILY AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 6.5(d).

6.6 Entire Agreement. This Agreement and the other agreements contemplated by or referred to herein (including any schedules, annexes and exhibits hereto or thereto) collectively constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, among the parties and their Affiliates, or any of them, with respect to the Offer.

6.7 Amendment or Supplement. Subject to compliance with applicable Law, at any time prior to the Effective Time, this Agreement may be amended or supplemented in any and all respects by written agreement of (a) the Company and (b) each Holder.

6.8 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.9 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission, including by e-mail attachment, shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PLAYTIKA HOLDING CORP.

By: /s/ Craig Abrahams

Name: Craig Abrahams

Title: President and Chief Financial Officer

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

PLAYTIKA HOLDING UK II LIMITED

By: /s/ Tian Lin
Name: Tian Lin
Title: Director

By: /s/ Ron Haim Korczak
Name: Ron Haim Korczak
Title: Director

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

HAZLET GLOBAL LIMITED

By: /s/ Wang Ruofeir

Name: Wang Ruofeir

Title: Director

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160

Attention: [***]

Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ALPHA FRONTIER LIMITED

By: /s/ Lu Zhang

Name: Lu Zhang

Title: Director

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160

Attention: [***]

Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**SHANGHAI CIBI BUSINESS INFORMATION
CONSULTANCY CO., LIMITED**

By: _____
Name: Fei Yongjun
Title: Legal Representative & Authorized Signatory

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

**SHANGHAI JUKUN NETWORK TECHNOLOGY
COMPANY LIMITED**

By: /s/ Fei Yongjun
Name: Fei Yongjun
Title: Legal Representative & Authorized Signatory

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GIANT NETWORK GROUP COMPANY LIMITED

By: /s/ Liu Wei
Name: Liu Wei
Title: Director & Authorized Signatory

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

GIANT INVESTMENT COMPANY LIMITED

By: /s/ Yuzhu Shi
Name: Yuzhu Shi
Title: Director & Authorized Signatory

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Yuzhu Shi

By: /s/ Yuzhu Shi

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

EQUAL SINO LIMITED

By: /s/ Wang Ruofei

Name: Wang Ruofei

Title: Director

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160

Attention: [***]

Email: [***]

[Signature Page to Tender Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

Jing Shi

By: /s/ Jing Shi

Address: 988 Zhongkai Road, Songjiang
District, Shanghai, China 200160
Attention: [***]
Email: [***]

[Signature Page to Tender Agreement]

Calculation of Filing Fee Table

SC TO-I
(Form Type)

Playtika Holding Corp.
(Exact Name of Registrant as Specified in its Charter)

Table 1 – Transaction Valuation

	Transaction Valuation	Fee Rate	Amount of Filing Fee
Fees to Be Paid	\$600,000,000 ⁽¹⁾	0.0000927	\$55,620.00 ⁽²⁾
Fees Previously Paid	—	—	—
Total Transaction Valuation	\$600,000,000 ⁽¹⁾		
Total Fees Due for Filing			\$55,620.00
Total Fees Previously Paid			—
Total Fee Offsets			—
Net Fee Due			\$55,620.00

- (1) Estimated for purposes of calculating the amount of the filing fee only. The amount is based upon the offer to purchase shares of common stock with a value of up to \$600,000,000.
- (2) The amount of the filing fee, calculated in accordance with Rule 0-11(b) of the Securities Exchange Act of 1934, as amended, equals \$92.70 per \$1,000,000 of the aggregate amount of the Transaction Valuation (or 0.00927% of the aggregate Transaction Valuation). The Transaction Valuation set forth above was calculated for the sole purpose of determining the filing fee and should not be used for any other purpose.