

## Jaguars Foundation 50/50 Jackpot and Second Chance Drawing Official Rules

The 50/50 Jackpot and Second Chance Drawing ("<u>50/50 Jackpot</u>") is expected to be run by Jacksonville Jaguars Foundation, Inc. (the "<u>Jaguars Foundation</u>") during each Jaguars home game played at TIAA Bank Field during the 2018/19 preseason, regular season, and post-season (if applicable) (each, a "<u>Jaguars Home Game</u>"). The Jaguars Foundation reserves the right to determine at which Jaguars Home Games it will operate the 50/50 Jackpot. The 50/50 Jackpot raises funds for the Jaguars Foundation and pays money or provides an autographed football to a fan per each 50/50 Jackpot operated during a Jaguars Home Game. 50% of all net proceeds generated from 50/50 Jackpot ticket sales during each Jaguars Home Game are awarded to one lucky fan and the other 50% is donated to the Jaguars Foundation in support of its community initiatives. Following the selection of the 50/50 winning ticket, a "second chance" winning ticket will be selected for the Second Chance Prize (as defined below). The odds of winning will depend on the number of tickets distributed for any 50/50 Jackpot.

By participating in the 50/50 Jackpot, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of the Jaguars Foundation, which are final and binding in all matters relating to the 50/50 Jackpot. Failure to comply with these official rules may result in disqualification from the 50/50 Jackpot.

50/50 tickets are available from (i) nine (9) stationary selling locations on the concourses at TIAA Bank Field (US Assure Club West, US Assure Club East, Gate 1, Gate 2, Gate 3, Gate 4 concourses, Bud Lite Party Zone area, and east and west upper level concourses); (ii) from uniformed and authorized 50/50 Jackpot Sales Representatives roaming throughout TIAA Bank Field; or (iii) online at <u>www.jaguars.com/5050</u> (online purchase option only available when you are located within TIAA Bank Field). Jackpot sales for each 50/50 Jackpot will begin approximately 2 hours before kickoff and will run through the end of the 3rd quarter. Each ticket is a receipt for the entrant and represents an entry for that particular Jaguars Home Game's 5050/Jackpot. The ticket may not be used for any past or future 50/50 Jackpot drawings. Ticketholders must be 18 years or older to hold a valid 50/50 Jackpot ticket.

Fans are asked to make a suggested donation of 5 tickets for \$10, 20 tickets for \$20, 80 tickets for \$40, or 300 tickets for \$100. Entrants may purchase as many tickets as they wish, subject to availability. No refunds will be made, except as otherwise determined by the Jaguars Foundation in its sole discretion. 50/50 Jackpot ticket purchases are not tax deductible. **No purchase is necessary to enter or request a ticket**, and fans who do not wish to make a donation may pick up a ticket from the lobby in the lower US Assure Club West. Making a donation does not improve your chances of winning. The Jaguars Foundation reserves the right, in its sole discretion, to implement discounted ticket specials and/or adjust the pricing of tickets purchased in bulk.

Jacksonville Jaguars, LLC and Jaguars Foundation (collectively, "Jaguars") are not responsible for printing errors in any 50/50 Jackpot-related material or any misdirected, incomplete, lost, late or illegible tickets or other errors or problems that may limit the entrant's ability to participate in or win the 50/50 Jackpot. In addition, Jaguars is not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of tickets, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the 50/50 Jackpot and the announcement of any winner. A 50/50 Jackpot ticket will be void and no prize will be awarded to the ticketholder if there is proof that the ticket was stolen, unissued, ineligible, altered, counterfeit in whole or in part, defective, printed in duplicate or printed/production in error.

The 50/50 Jackpot winning ticket will be randomly drawn at the start of the 4th quarter of the applicable Jaguars Home Game. The winning drawing ticket number will be posted during the 4<sup>th</sup> quarter on the main scoreboards above the north and south end zones and will also be available on the following website the day after each Jaguars Home Game: <u>www.jaguars.com/5050</u>. Beginning with the New Orleans Saints vs. Jaguars game, scheduled for 7PM on August 9, 2018, after the winning ticket is drawn, a second ticket will be drawn from the pool of tickets to win the Second Chance Prize. The "Second Chance Prize" consists of one (1) authentic NFL football, autographed by a Jaguars player (to be determined by the Jaguars in its sole discretion) (Approximate Retail Value: \$75.00). Winners do not need to be present at the time of the drawing to win. Winners holding the winning 50/50 Jackpot ticket and the winning Second Chance Prize ticket may bring the winning tickets to the lobby of the Jaguars Foundation offices, located on the ground floor level of the US Assure Club West entrance at TIAA Bank Field within three (3) hours of the conclusion of the applicable Jaguars Home Game on the date of the drawing, or such winners must otherwise redeem their prize within 14 business days of the drawing by presenting the winning ticket to a Jaguars Foundation representative at 1 TIAA Bank Field Drive, Jacksonville, Florida 32202. All winnings (including the Second Chance Prize) not claimed within 14 business days will be donated to the Jaguars Foundation.

Unauthorized persons copying, selling or altering tickets or interfering with the operation of the 50/50 Jackpot are subject to prosecution to the fullest extent permitted by law.

The 50/50 Jackpot prize will be paid to the winner by check within 30 days of the game. Applicable taxes, customs, duties and like amounts are the sole responsibility of the winner. The Jaguars may require each winner to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation prior to the delivery of a prize (an "<u>Affidavit</u>"). The winner must provide a Form W-9 to receive a prize and the winner will receive an IRS Form 1099 from Jaguars for the approximate retail value of the prize, together with any other prizes received from the Jaguars, for the current calendar year. Failure by any winner or participant to comply with these Official Rules, or return any required releases and related documentation, may result in forfeiture of any prize.

The designated 50/50 Jackpot ticket is the only valid receipt for claiming a prize. Jaguars are not responsible for lost or stolen tickets or tickets redeemed in error by its agents.

Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of the Jaguars, the NFL Entities (as defined herein) and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible to participate in the 50/50 Jackpot.

All tickets, transactions and winnings associated with the 50/50 raffle are subject to all applicable federal, state and local laws, rules and legal requirements and the rules, regulations and procedures put in place by the Jaguars Foundation at 1 TIAA Bank Field Drive, Jacksonville, FL 32202 and the lawful changes thereof. The Jaguars Foundation is the official sponsor of the 50/50 Jackpot.

By participating in the 50/50 Jackpot, each entrant grants to Jaguars, Bold Events, LLC ("<u>Bold Events</u>"), their respective affiliates, subsidiaries, agents, and others working on their behalf the right to use the entrant's name, likeness, voice, image, biographical information and any additional video or photographs taken by the Jaguars, Bold Events, or their respective affiliates or representatives of the entrant during the 50/50 Jackpot for advertising and marketing purposes, including on the Jaguars website, in Jaguars or Bold Events social media, and in Jaguars or Bold Events emails, without additional compensation. Entrants furth er expressly consent on an ongoing basis to allow the Jaguars, Bold Events, their affiliates, agents, employees and authorized third parties to communicate with the entrant by mail, email, SMS/text message, telephone, autodialing services, facsimile and/or by any other method and to share the entrant's personal information with the Jaguars or Bold Events sponsors, media partners, facility manager, and other companies with which the Jaguars and Bold Events do business. Such communications shall include, but not be limited to, promotional and advertising marketing communications.

Participating entrants agree to these official rules and the decisions of the Jaguars Foundation, and release the Jaguars Foundation, Jacksonville Jaguars, LLC, the City of Jacksonville, SMG, the NFL Entities, Bump Worldwide, Inc., and each of their respective affiliated companies, and all other businesses or parties involved in the administration or operation of this 50/50 Jackpot, as well as the employees, officers, directors, managers, members, owners and agents of each, from all claims and liability relating to their participation, acceptance and use/misuse of the prize offered, including, without limitations, personal injury, death and property damage.

If, for any reason, the 50/50 Jackpot is not capable of running as planned because of circumstances or causes, which, in the Jaguars Foundation's sole discretion, affect the administration, security, fairness, or proper conduct of this 50/50 Jackpot, Jaguars Foundation reserves the right to terminate, modify or suspend the affected portion of the Jackpot and to select winners from entries received prior to such an action.

Any and all disputes, claims, and causes of action arising out of or in connection with this 50/50 Jackpot shall be resolved individually, without resort to any form of class action. This 50/50 Jackpot shall be governed by, and construed in accordance with, the internal laws of the State of Florida without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. Any action or controversy concerning the 50/50 Jackpot shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) in Jaguars' sole discretion, be resolved exclusively by final and binding arbitration in Jacksonville, Florida, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. If Jaguars elects arbitration pursuant to this paragraph, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. Entrants agree to abide by the terms of these official rules and the decisions of Jaguars, which are final, and waive any right to claim ambiguity in these official rules. Each entrant agrees to service of process by mail or other method acceptable under the laws of the State of Florida. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY THE ENTRANT TO ENTER THE 50/50 JACKPOT. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEYS' OR OTHER PROFESSIONALS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING. EVERYTHING REGARDING THIS 50/50 JACKPOT. INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU AND THE JAGUARS EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT EACH OF YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

THE NFL ENTITIES WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE 50/50 JACKPOT OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS 50/50 JACKPOT IN ANY WAY. "<u>NFL ENTITIES</u>" SHALL MEAN COLLECTIVELY, NFL VENTURES, L.P., NFL VENTURES, INC., NFL PRODUCTIONS LLC, NFL ENTERPRISES LLC, NFL PROPERTIES LLC, NFL INTERNATIONAL LLC, ALL OF THE NFL MEMBER CLUBS (EXCEPT JAGUARS), ANY SUCCESSOR OR FUTURE ENTITY THAT IS, DIRECTLY OR INDIRECTLY, JOINTLY OWNED AND/OR CONTROLLED BY ALL OR SUBSTANTIALLY ALL OF THE NFL MEMBER CLUBS, OR OWNS ASSETS THAT PRODUCE REVENUES THAT ARE REQUIRED TO BE SHARED WITH OTHER NFL MEMBER CLUBS UNDER THE NFL CONSTITUTION (INCLUDING ANY SUCH ENTITY CONTROLLED BY THE NFL MEMBER CLUBS AND THE JAGUARS COLLECTIVELY) AND EACH AND ALL OF THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS.