

**Southside Kia, Kia of Orange Park, and Nissan of Orange Park Test Drive for Jacksonville Jaguars
Tickets Offer**

TERMS AND CONDITIONS

**TICKETS ARE AVAILABLE WHILE SUPPLIES LAST. INDIVIDUALS MUST MENTION
OFFER AT TIME OF TEST DRIVE IN ORDER TO RECEIVE THE TICKETS**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND
PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION
FORMAT**

**OFFER BEGINS ON SEPTEMBER 2, 2022 AND
ENDS ON JANUARY 6, 2023 ("OFFER PERIOD")**

The Southside Kia, Kia of Orange Park, and Nissan of Orange Park Test Drive for Jacksonville Jaguars Tickets Offer (the "Offer") is a limited time, while supplies last, offer. The Offer is sponsored by Jacksonville N Automotive Management, LLC d/b/a Nissan of Orange Park, Jacksonville OP Automotive Management, LLC d/b/a Kia of Orange Park, and Jacksonville SS Automotive Management, LLC d/b/a Southside Kia and certain authorized Jacksonville-area dealerships listed below (collectively, "Sponsor"), and administered by the Jacksonville Jaguars, LLC ("Jacksonville Jaguars"), 1 TIAA Bank Field Drive, Jacksonville, FL 32202 (collectively, the "Offer Entities"). Receipt of tickets may require participants to sign Offer Entities' issued paperwork.

1. HOW TO QUALIFY: To qualify for the Offer, eligible individuals must schedule to test drive any new or used automobile at a participating Jacksonville-area retailer designated below during the Offer Period online at www.jaguars.com/promotions/2022/sweepstakes/testdrivefortickets. Eligible individuals must mention this Offer to dealer representative and complete a test drive of a new or used automobile at one of the Participating Retailers during the Offer Period. Each eligible individual that satisfies the Offer requirements will receive two (2) upper level tickets to eligible individual's choice of one (1) Jacksonville Jaguars regular season home game versus the Indianapolis Colts, Houston Texans, or Tennessee Titans at TIAA Bank Field in Jacksonville, FL. Approximate Retail Value ("ARV") of each ticket is \$56 based on game date and seat location. Offer is subject to availability and while supplies last. Seat locations to be determined by Jacksonville Jaguars in its sole discretion. Limit one (1) test drive per person/family. Individuals will not receive more than one (1) pair of tickets if they choose to test drive multiple vehicles. Redemption of the Offer is expressly conditioned upon acceptance of all "Terms and Conditions". Void where prohibited by law.

2. Participating Jacksonville-Area Kia/Nissan Retailers ("Participating Retailers"):

Southside Kia – 9401 Atlantic Blvd Jacksonville, FL 32225. Phone (904) 400-7844

Kia of Orange Park – 6373 Blanding Blvd Jacksonville, FL 32244. Phone: (904) 474-5362

Nissan of Orange Park – 7447 Blanding Blvd Jacksonville, FL 32244. Phone: (904) 590-2559

3. OFFER PERIOD: September 2, 2022 until January 6, 2023, or while supplies last.

4. TICKETS: Upon mention of this Offer and the completion of a test drive of a new or used automobile at one of the Participating Retailers during the Offer Period, each eligible customer will receive from the Kia/Nissan retailer, two (2) upper level tickets to customer's choice of one (1) Jacksonville Jaguars regular season home game versus the Indianapolis Colts, Houston Texans, or Tennessee Titans at TIAA Bank Field,

while supplies last. The exact location of seats for each game will be determined by the Offer Entities in their sole and absolute discretion. Individuals who satisfy the Offer requirements will not be permitted to select the location of their seats. Individuals who satisfy the Offer requirements will be required to comply by any ticketback terms, conditions and restrictions, any use restrictions applicable to the tickets and all applicable TIAA Bank Field and NFL rules and regulations while attending the game. Tickets are subject to Offer availability. Tickets to a particular game are not guaranteed. Any and all taxes of any kind, fees, and other related costs incurred in conjunction with attending the games associated with the tickets, including, without limitation, transportation and costs for parking at the arena, are the sole responsibility of the recipient. Tickets cannot be replaced if lost, stolen or destroyed and are only valid for the games and seats for which they are issued. Tickets are not transferable or reproducible and may not be sold, auctioned, or bartered. No cash value or cash back if games are cancelled for any reason. Further, tickets are a revocable license and admission to the games may be refused for any or no reason by the Jacksonville Jaguars. All redemptions are final. Offer cannot be combined with other product offers or incentive programs. Use of the Offer or tickets for unauthorized advertising, marketing or other promotional purposes is strictly prohibited. Any unused tickets will be forfeited.

5. ELIGIBILITY: Except as expressly set forth in this Section 5, the Offer is only open to individual legal residents of Florida or Georgia, and who are eighteen (18) years of age or older at the time of vehicle test drive. Directors and employees and their immediate families (i.e., spouse, parents, siblings, and children) and members of the same household (whether legally related or not) of the Offer Entities, the NFL Entities (as defined herein), the Social Media Entities (as defined herein), and each of their respective parent organizations, subsidiaries, affiliates, directors, officers, owners, advertising and promotion agencies, and agents are not eligible to participate in the Offer. The Offer is subject to all Participating Retailer test drive requirements, as applicable. Failure of an individual to satisfy any such requirement (e.g., failure to produce a driver's license at the dealership) will disqualify such individual from the Offer.

6. LIMITED TIME OFFER/WHILE SUPPLIES LAST: This Offer is a limited time offer and is subject to availability and while supplies last.

7. ADMINISTRATION: Sponsor and/or the Jacksonville Jaguars expressly reserve the right to amend, suspend or terminate this Offer at any time without prior notice or consent should any tampering, technical failure, unauthorized human intervention or other cause beyond the Offer Entities' control corrupt or affect the administration, security, fairness or proper conduct of the Offer. Administration of this Offer is at the sole discretion of Sponsor and/or the Jacksonville Jaguars. Any questions relating to eligibility, these Terms and Conditions or any other questions concerning this Offer will be resolved at the sole discretion of Sponsor and/or the Jacksonville Jaguars and their decisions will be final and binding with respect thereto. No requests for exchanges, seat location, or cash equivalent for the tickets will be considered and no substitutions will be made. Qualified individuals must sign any required documents in connection with the Offer as determined by Sponsor and/or the Jacksonville Jaguars in their sole and absolute discretion. **All necessary transportation/airfare and/or accommodations/lodging in connection with attending the events associated with the tickets are solely the responsibility of qualified individuals.** Qualified individuals are responsible for any and all other expenses related to the Offer, including, but not limited to, meals, beverages, transportation, parking and personal purchases. No responsibility is assumed by the Offer Entities or its affiliates for cancelled, delayed, suspended or rescheduled events. No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Offer or reproduce or distribute any portion of these Terms and Conditions to their members.

8. RELEASE AND WAIVER OF LIABILITY: By participating in, or redeeming, this Offer, each participant agrees to release, defend, indemnify and hold harmless the Offer Entities, Bold Events, the National Football League, the Social Media Entities (as defined herein) the NFL Entities (as defined herein), and those working on their behalf, and each of their respective parent corporations, subsidiaries, advertising and promotion agencies, affiliates, directors, officers, employees, representatives and agents, from and against any and all liability claims or actions of any kind whatsoever (however named or described) for injuries, death, damages or losses to persons and property which may be sustained in connection with (i) participant's participation in the Offer; and (ii) the receipt, use or misuse of the tickets, or while preparing for, participating in, and/or traveling to any ticket-related activity. The Offer Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the tickets. In consideration of the tickets, except where prohibited by law, each individual hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of such individual's name, photograph, likeness (including his/her voice), biographical information and statements concerning the Offer, in any and all advertising, promotions and other publicity conducted by the Offer Entities, Bold Events, the National Football League, the Social Media Entities (as defined herein) the NFL Entities (as defined herein), and those working on their behalf, and each of their respective parents, subsidiaries and affiliates for purposes of advertising and promotion without further compensation, notice or approval. Collection of any consumer data from participant shall be conducted subject to Sponsor's Privacy Policy, which can be viewed at <https://www.southsidekijax.com/privacy-policy/>, <https://www.nissanoforangepark.com/privacy-policy/>, and <https://www.nissanoforangepark.com/privacy-policy/>. Additionally, information collected will be subject to Jacksonville Jaguars' Privacy Policy (as amended from time to time), which can be viewed at <https://www.jaguars.com/privacypolicy>.

9. CONSTRUCTION/DISPUTES:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of any individual or the Offer Entities, shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of Florida, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Florida. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Offer will be resolved individually, and without resort to class action, and exclusively by arbitration to be held solely in Duval County, Florida under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

10. DISCLAIMER OF WARRANTIES/LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, INDIVIDUALS WHO PARTICIPATE IN THE OFFER AGREE THAT ANY TICKETS RECEIVED ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE TICKETS, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS AND CONDITIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: (A) ANY

AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (B) NONE OF THE OFFER ENTITIES ARE RESPONSIBLE OR LIABLE FOR, AND INDIVIDUALS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE OFFER, EVEN IF FORESEEABLE OR EVEN IF THE OFFER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) INDIVIDUALS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND INDIVIDUALS' IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

BY ENTERING THIS OFFER, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS SPONSOR, JACKSONVILLE JAGUARS, LLC., THE NFL ENTITIES (AS DEFINED HEREIN), THE SOCIAL MEDIA ENTITIES (AS DEFINED HEREIN), THE NFL ENTITIES (AS DEFINED HEREIN), AND THOSE WORKING ON THEIR BEHALF, AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, OWNERS, DEALERSHIPS, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, EMPLOYEES AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS OFFER FROM AND AGAINST ANY LOSSES, DAMAGES, RIGHTS, CLAIMER OR CAUSE OF ACTION OF ANY KIND ARISING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, OUT OF PARTICIPATION IN THE OFFER, TRAVEL TO OR FROM ANY OFFER RELATED ACTIVITY OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY TICKETS AWARDED IN CONNECTION WITH THE OFFER OR PARTICIPATION IN THIS OFFER, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

11. SPONSORS: Jacksonville N Automotive Management, LLC d/b/a Nissan of Orange Park, Jacksonville OP Automotive Management, LLC d/b/a Kia of Orange Park, and Jacksonville SS Automotive Management, LLC d/b/a Southside Kia, and Jacksonville Jaguars, LLC.

12. MISCELLANEOUS: No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect. Offer Entities' failure to enforce any term in these Terms and Conditions will not constitute a waiver of that provision. Individuals agree to waive any rights to claim ambiguity of these Terms and Conditions. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on a related-Offer web site and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Offer Entities' sole and absolute discretion. Offer Entities reserve the right to modify, change or update these Terms and Conditions at any time without prior notice. Any modification will be effective upon posting of modified Offer Terms and Conditions. Any cancellation will be effective upon removal of references to the Offer and these Terms and Conditions.

THIS OFFER IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH ANY

SOCIAL MEDIA PLATFORM/ENTITY ON WHICH IT MAY APPEAR, INCLUDING BUT NOT LIMITED TO, FACEBOOK, TWITTER, INSTAGRAM, SNAPCHAT (SNAP INC.), PINTEREST, ETC. (COLLECTIVELY, "SOCIAL MEDIA ENTITIES").

THE NFL ENTITIES WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE OFFER OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS OFFER IN ANY WAY. "NFL ENTITIES" 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 (EXCLUDING 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.