

AFFIDAVIT OF ELIGIBILITY, PUBLICITY RELEASE & LIABILITY WAIVER

I, the undersigned, hereby represent and warrant that my legal address of residence is _____, my telephone number is _____ - _____ - _____, and my date of birth is ____/____/_____.

I am submitting this Affidavit of Eligibility, Publicity Release and Liability Waiver (the "Affidavit") to Jacksonville Jaguars, LLC, a Delaware limited liability company (the "Jaguars" or "Sponsor"), with the understanding that it will be relied upon by Sponsor in connection with my having been awarded, subject to eligibility, one of the prizes in the **Ring In The Holidays Sweepstakes presented by Diamonds Direct** (the "Promotion"), as such prize is described in the Promotion's official rules.

1. I acknowledge that I am 18 years or older, I have read and have complied with all rules, regulations, terms and conditions set forth in the official rules of the Promotion; that I have not perpetrated and will not perpetrate any fraud or deception in connection with the Promotion; and that I have not sought to influence the outcome of the Promotion other than by participating as express permitted in the official rules.
2. I represent that I am not an employee or agent of the Jaguars or the immediate family member or member of the same household of any such employee or agent.
3. I, on behalf of myself, my heirs, executors and administrators, hereby release, forever discharge, and agree to hold harmless the Jaguars, Bold Events, LLC ("Bold Events"), the NFL Entities (as defined herein), and each of its respective parents, owners, subsidiaries, affiliates, partners, and each of their respective officers, directors, members, managers, employees, agents, shareholders, owners, and advisors (collectively, the "Released Parties") from and against any liability for any and all claims, demands, losses and liabilities of any nature whatsoever, at law or in equity, which I may now or hereafter be entitled to assert, including but not limited to any death, injury, loss of enjoyment, property damage, or other harm or loss of any nature (whether physical, emotional or otherwise), any claims based on publicity rights, privacy rights, personality rights, moral rights or defamation, and any and all taxes levied, assessed or collected, whether caused by, contributed to, arising out of or otherwise related to the Promotion, the prize, or my acceptance, use or misuse thereof, or my other acts or omissions in connection therewith. "NFL Entities" means 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 (including the 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.
4. I have been given a full opportunity to review and analyze this Affidavit as well as the official rules for the Promotion. I fully and completely understand all terms of this Affidavit and sign it voluntarily, freely, and knowingly. I acknowledge and agree that this is a complete release and discharge of all claims and rights that I have against the Released Parties, and that no action will be taken by or on behalf of me with respect to any such claims or rights, it being understood that this release shall be binding upon my heirs, executors and administrators, and anyone claiming by or through me.
5. I irrevocably grant to each of Jaguars and Bold Events, their affiliates, and those acting at their direction, the unrestricted, absolute, perpetual, worldwide right and license to use my name, address, photograph, likeness, voice, biographical and personal background information, statements and Promotion entry, and, without limitation, any photograph, film, or motion picture that may be taken of me or of such materials (collectively, the "Content"), without further compensation, consideration or notice to, or permission from, me or any third party, and to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used, the Content or any part thereof, whether alone or in combination with other materials (including, without limitation, text, data, images, photographs, illustrations, graphics and video and audio segments of any nature), in any media whatsoever whether now existing or hereafter developed, for any purpose (including promotional purposes).
6. I hereby represent and warrant that I have and will continue to have all rights and licenses necessary to grant to the Jaguars and Bold Events, the full and unrestricted enjoyment of the rights and licenses granted in Section 4 and 5 above. I further acknowledge and agree that the Jaguars and Bold Events shall not be obligated to exercise any of the rights or licenses granted under Section 4 or 5 above.
7. I understand, acknowledge and agree that the total retail value of the prize is **\$5000.00** and that I am responsible for any taxes, customs, duties and like amounts in respect of the prize, which may be taxable income.
8. I expressly consent on an ongoing basis to allow the Jaguars, Bold Events, their agents, affiliates, sponsors or related third parties to communicate with me by mail, email, SMS/text message, telephone, facsimile and/or by any other method. Such communications shall include any and all marketing and promotional communications.

9. Any and all disputes, claims, and causes of action arising out of or in connection with this Affidavit shall be governed by, and construed in accordance with, the internal laws of the State of Florida without regard to its conflict of laws principles that may cause the application of the laws of another jurisdiction. Any action or litigation concerning this Affidavit shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida; or (2) in Sponsor's sole discretion, exclusively by final and binding arbitration in Jacksonville, Florida. The arbitration shall be administered by AAA 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. This clause shall not preclude Sponsor or Registered Applicant from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. I expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such forums. I agree to service of process by mail or other method acceptable under the internal laws of the State of Florida.
10. I hereby represent and warrant that all statements made by me in this Affidavit are true, accurate and complete. I hereby indemnify the Released Parties from and against any and all losses or damages (including professionals' fees) arising out of or relating to any statements or representations made by me in this Affidavit, or otherwise in connection with the Promotion.
11. I understand that I will be disqualified from receiving (and agree to return to Jaguars within 30 calendar days) any prize which may be awarded if any statement in this Affidavit is false.
12. I understand and agree that the Sponsor has made no warranty, representation, or guarantee regarding any prize, including, but not limited to, its quality, condition, merchantability, or fitness for a particular purpose.

I have been given a full opportunity to review this Affidavit and the official rules for the Promotion. I fully and completely understand all of the terms of this Affidavit and sign it voluntarily, freely and knowingly.

Print Name: _____

Signature: _____

Date: _____

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, 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.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|--|---|
| • Corporation | Corporation |
| • Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947