## 2021 CROWN ROYAL "THAT DESERVES A CROWN" PROMOTION OFFICIAL TERMS & CONDITIONS

## NO PURCHASE OR PAYMENT, BUSINESS RELATIONSHIP, OR REQUESTS FOR INFORMATION REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT, BUSINESS RELATIONSHIP, OR REQUEST FOR INFORMATION WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET. MUST BE 21 YEARS OF AGE OR OLDER.

By submitting a nomination application to enter the 2021 Crown Royal "That Deserves a Crown" Promotion (the "<u>Promotion</u>"), you agree to be bound by these terms and conditions. Failure to comply with these terms and conditions may (in the sole discretion of Jacksonville Jaguars, LLC ("<u>Jaguars</u>") and Diageo Americas, Inc. ("<u>Crown Royal</u>"), result in disqualification from the Promotion. To submit a nomination, you and the nominee must meet the eligibility requirements and follow the rules regarding the applications set forth herein.

The Promotion is void where prohibited or restricted by applicable laws, rules and legal requirements, and all applicable federal, state, municipal and local laws, rules and legal requirements apply. Jaguars and Crown Royal reserve the right to cancel, modify or suspend the Promotion at any time.

Overview. The Promotion is a program designed by the Jaguars and sponsored by the Jaguars and Crown Royal to promote leaders in the community in the northeast Florida and southeast Georgia region. Eligible persons are invited to submit a nomination application on behalf of a nominee who engages in charitable work and volunteerism, or is an essential worker (as such term is defined by the Center for Disease Control and Prevention in relation to the COVID-19 pandemic) to be awarded recognition and a prize (as described herein). A panel of Judges (as defined below) will use the Judging Criteria (as defined below) to judge the eligible nominations received. Subject to meeting all eligibility requirements relating to the Promotion and compliance with all terms and conditions, the five (5) selected nominees (each a "Winner") will each be featured in certain social media posts published to Jaguars' official social media account(s) and/or as part of a pregame video segment during a Jacksonville Jaguars home game played at TIAA Bank Field during the 2021/22 NFL Season (each, a "Game") and will receive two (2) west club level tickets to one Game (i.e., the same game where the Winner may be featured in the pregame video segment), two (2) pregame sideline passes for use prior to the Game, one (1) \$1,000 charitable donation to a charity suggested by the Winner (the charitable organization shall be subject to the approval of the Jaguars and Crown Royal in their sole discretion and, if the Jaguars and Crown Royal do not approve of any of the charities suggested by the winner, the Jaguars/Crown Royal will make the \$1,000 charitable donation to a charity of their sole choosing), and a prize pack consisting of certain Crown Royal and/or Jaguars-branded items to be determined by the Jaguars and Crown Royal (collectively, the "Award"), with a total approximate retail value of \$117. The Applicant (as defined below) who nominated the selected Winner will receive a prize pack consisting of certain Crown Royal and/or Jaguars-branded items to be determined by the Jaguars and Crown Royal with a total approximate retail value of \$117. Winner's guest must be 21 years of age or older but need not be the person who submitted the application nominating the Winner for the Award. Additional details regarding the Award are set forth in the Application Site (as defined below) and all terms and conditions relating to the Award are subject to change at the sole discretion of the Jaguars or Crown Royal.

**How to Nominate**. To nominate a person for the Promotion, eligible persons must submit a complete and correct nomination application online at <u>www.jaguars.com/crownroyalpromotion</u> (the "<u>Application Site</u>") between September 10, 2021 at 10:00:00 a.m. Eastern time and January 1, 2022 at 11:59:59 p.m. Eastern time. Internet access is required to submit an application. The completion of the application in its entirety will automatically generate a nomination into the Promotion. An eligible person must secure the consent of the person they wish to nominate for the Promotion before doing so. The information you provide in the application will be used to verify that you and the nominee meet eligibility requirements for the Promotion. Do NOT include any information that is confidential, proprietary or trade secret as part of the application. **ENTRIES MAY NOT BE MAILED.** Jaguars and Crown Royal reserve the right to extend the Promotion's nomination submission period at any time in their sole discretion.

Application is void and will not be considered if it includes any information determined by Jaguars and Crown Royal in their sole discretion to be obscene, provocative or otherwise objectionable or which reflects poorly on the Jaguars and/or Crown Royal. In addition, application shall NOT (a) reference persons consuming alcoholic beverages (b) reference persons conducting themselves in an inappropriate manner (c) contain material that would imply that the consumption of alcoholic beverages is acceptable before or while operating machinery, driving a vehicle or undertaking any other activity that requires a high degree of alertness or physical coordination, (d) contain any material that would degrade or demean the human form, image or status of women, men or the members of any group based on race, religion, ethnic background, sexual orientation or any other minority status, or (e) include a reference to any person (in addition to nominee) that appears to be under 21 years of age.

If accessing the Promotion via mobile device, wireless Internet access and/or other fees may apply. Please consult your wireless service provider regarding your pricing plan. Not all cellular phone providers carry necessary service to enter via mobile website. Wireless Internet access is not available in all areas.

Eligibility.

Eligibility for <u>individuals submitting a nomination</u> (hereinafter, "<u>Applicants</u>") in the Promotion is limited to persons who are 21 years of age or older as of September 1, 2021 and who are a legal U.S. resident of Florida or Georgia.

Eligibility for <u>nominees</u> of the Promotion are limited to individuals who are (a) 21 years of age or older as of September 10, 2021; and (b) legal residents of any of the following counties: (i) **Florida:** Nassau, Duval, Clay, St. Johns, Flagler, Putnam, Alachua, Bradford, Union, Baker, Columbia, Hamilton, Gilchrist, Suwannee, Lafayette, Marion, Lake, Volusia, Seminole, Orange, Brevard, Madison, Taylor, Dixie, Levy, Citrus, Sumter, Jefferson, Leon, Wakulla, Gadsden, Liberty, Franklin; (ii) **Georgia:** Brooks, Cook, Berrien, Lowndes, Lanier, Echols, Clinch, Atkinson, Ware, Coffee, Bacon, Appling, Pierce, Brantley, Wayne, Long, Liberty, Bryan, Bulloch, Effingham, Chatham, McIntosh, Glynn, Camden, Charlton, Evans, Tattnall.\*\*

\*\*For clarity, Applicants cannot nominate themselves.

If selected, the Applicant and the nominee each will be asked to provide proof of eligibility in a format deemed acceptable to Jaguars and Crown Royal. A nomination (or "entry") may only identify one person as the nominee. Only one entry per Applicant shall be considered. If multiple entries are received for a single nominee, the highest scored nomination for such nominee shall be considered. Any effort by an Applicant to misrepresent himself or herself (or the identity of any nominee) through the use of aliases or multiple e-mail addresses or telephone numbers or misrepresent his or her (or the nominee's) eligibility age will disqualify that Applicant's nomination and the Applicant's nominee; however, disqualification shall not represent the sole remedy available to Jaguars or Crown Royal under such circumstances. Applications that have been generated by a script, macro, bot or any other automated means will be deemed void. Applications that are mechanically reproduced, copied, illegible, garbled, corrupted, inaccessible, jumbled, incomplete, invalid, late or inaccurate are void. Applicants who disregard or do not fully comply with these Official Terms and Conditions are not eligible to participate by submitting a nomination. Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of the Jaguars. Crown Royal and their respective parents, affiliates, subsidiaries, advertising and promotion agencies or of alcohol beverage suppliers, importers, wholesalers, distributors or retailers are not eligible to participate either as applicants or nominees. The Jaguars' and Crown Royal's determination of eligibility, in their sole discretion, shall be final. For purposes of these eligibility rules, "immediate family member" means a spouse, child, parent, parent of spouse, sibling, or spouse's sibling.

## Intellectual Property.

By submitting a nomination, you represent and warrant that the application containing same is solely your original work product and does not violate the intellectual property rights (including copyright, trademark rights, right of publicity or right of privacy) or other rights of any third party, including but not limited to the nominee him/herself.

By submitting a nomination, you grant, without payment or consideration, the Jaguars and Crown Royal an unlimited, worldwide, royalty-free, perpetual, irrevocable, nonexclusive and freely transferable and sublicensable right and license to use, reproduce, modify, adapt, perform, display, distribute, create derivative works from and otherwise disclose to third parties any part and all of such application (including all written material and motion pictures, and all trademarks and logos of the nominee included therein) for any purpose, whether commercial or noncommercial, anywhere, in any form of media, whether now known or later developed. All materials submitted in connection with the Promotion become the property of Jaguars and Crown Royal and will not be returned. All materials submitted in connection with the Promotion shall be governed in accordance with the Jaguars' Terms of Use, available in the footer section of <u>www.jaguars.com</u> and these Official Terms and Conditions.

**Finalists Selection**. If an Applicant's nominee is selected to receive an Award, the Applicant and the nominee will be notified by telephone or email on or about one (1) week prior to the applicable Game. Five (5) nominees shall be selected, but the Jaguars or Crown Royal reserve the right in their sole discretion to select more or fewer than five (5) nominees for any reason. A given nominee may only win one (1) Award, regardless of the number of applications nominating him/her. The Jaguars or Crown Royal, in their sole discretion, will require the nominees and the applicants who nominated them to execute an affidavit, liability release, publicity release (except where prohibited by law), COVID-19 vaccination certification form and/or other documentation prior to the applicable Game. If any nominee fails to execute any required documentation, as determined by the Jaguars and Crown Royal, in their sole discretion, or fails to respond to the notification within 48 hours, the Jaguars or Crown Royal will consider the selected nominee to have forfeited participation in the Promotion and an alternative nominee may be selected, time permitting. Forfeiture of Award by selected nominee will also result in forfeiture of prize pack composed of Crown Royal and Jaguars-branded items by the Applicant who nominated such selected nominee. The guest accompanying the Winner to the applicable game must also execute a release prior to the applicable game.

One (1) winner will be selected to receive an Award for each of the following Games listed below. The exact Game for which a Winner is selected will be determined by the Judges in their sole discretion. Jaguars and Crown Royal reserve the right to change the Winner selection dates in their sole discretion.

Jaguars Home Game	Date <sup>†</sup>	Approximate Winner Selection Date‡
Jaguars vs. Arizona Cardinals	September 26, 2021	September 20, 2021
Jaguars vs. Tennessee Titans	October 10, 2021	September 24, 2021

Jaguars vs. San Francisco 49ers	November 21, 2021	November 5, 2021
Jaguars vs. Houston Texans	December 19, 2021	December 3, 2021
Jaguars vs. Indianapolis Colts	January 9, 2022	December 22, 2021

†All Jaguars Home Games are scheduled for kick-off at 1:00:00 p.m. Eastern Time. The kick-off time of each of the Jaguars Home Games may be shifted to 8:15:00 p.m. Eastern Time, pursuant to the NFL's flexible scheduling procedure. Any such change in kick-off time will be announced by the NFL no later than twelve (12) days prior to the Game Date.

**‡**Nominees not selected for the Award corresponding to a given Jaguars Home Game will automatically be considered for subsequent Jaguars Home Game(s), as applicable. Accordingly, submitting an application closer to the beginning of the Promotion will increase the number of Jaguars Home Games for which the corresponding nominee will be considered.

Judging Criteria. Judges selected by the Jaguars and Crown Royal, in their sole discretion, with expertise in the fields of community relations and philanthropy (the "Judges") will review the nomination applications received and select up to five (5) final nominees based on the following criteria (the "Judging Criteria"):

- 1) Applicant's explanation of how his or her nominee contributes to their surrounding community;
- 2) Applicant's explanation of how his or her nominee impacted him or her personally;
- 3) Applicant's nominee's potential to foster community growth; and
- 4) Applicant's nominee's strategic objectives to serve the community.

The Judges will also assess creativity of the written submission, innovation of the nominee with respect to nominee's community involvement, and overall presentation of the nomination application. Based on the above criteria, five (5) final nominees will be selected to receive an Award. The decisions of the Judges regarding the selection of the finalists, the Judging Criteria and all related matters are final.

Conditions of Participation. Each Applicant represents and warrants that all information contained in his/her nomination application submission is, to the best of his/her knowledge and belief, true and accurate. Applicant (as well as nominee) further agrees, upon the request of the Jaguars and/or Crown Royal and without compensation, to fully cooperate in any investigation initiated by the Jaguars/Crown Royal so as to confirm the veracity of the information set forth in the nomination application. Jaguars and Crown Royal reserve the right to conduct a background check of any criminal records of Winners (and/or Applicants). To the extent necessary and permitted by law, Winners (and/or Applicants) shall authorize this background check. Jaguars and Crown Royal reserve the right, at their sole discretion, to disqualify Winner based on the background check (of him/herself and/or of Applicant). The Jaguars, Crown Royal, the NFL Entities, their respective affiliates, successors and assigns, and those working on their behalf, and each of their respective officers, members, managers, directors, representatives, employees, agents (the "Released Parties") are not responsible for the following: (1) any incorrect or inaccurate information, whether caused by an Applicant, any printing errors in these Official Terms and Conditions, in the application questions or otherwise in any materials in connection with the Promotion, or by any of the equipment or programming associated with or utilized in the Promotion, or for any misdirected, incomplete, lost, late, garbled, jumbled, corrupted, inaccessible or illegible applications or other errors or problems that may limit an Applicant's ability to participate in or have their nominee participate in the Promotion; (2) any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of applications, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Promotion and the announcement of the selected nominees; (3) any unauthorized human intervention in any part of the entry process or the Promotion, or technical or human error which may occur in the administration of the Promotion or the processing of entries or lost, late, misidentified or misdirected application entries, or telecommunication or computer hardware or software performance, errors, delays or failures; or (4) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Applicant's or nominee's participation in the Promotion, Winner's receipt or use or misuse of any Award or the receipt or use or misuse of Crown Royal and/or Jaguars-branded items comprising the prize pack by Applicant who nominated Winner. If for any reason an Applicant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Applicant's (and applicable nominee's) sole remedy is for applicant to re-apply to the Promotion between September 3, 2021 at 10:00:00 a.m. Eastern time and January 1, 2022 at 11:59:59 p.m. Eastern time, if it is possible; and, if not possible, Released Parties shall have no liability whatsoever to Applicant or nominee. All federal, state and local taxes (where applicable) are the sole responsibility of the individuals who are selected for an Award or who nominated an Award recipient in the Promotion. The Jaguars and Crown Royal reserve the right to disqualify any individual who tampers with the application process or the administration of the Promotion. The Jaguars and Crown Royal reserve the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by the Jaguars or Crown Royal in their sole discretion. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, the Jaguars or Crown Royal reserve the right to seek damages (including but not limited to professionals' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Applications become

the property of Crown Royal and will not be acknowledged or returned. The decisions of the Jaguars and Crown Royal are final on all matters relating to this Promotion.

Alcohol is not part of Award. The exact ticket locations for the Game shall be determined by Jaguars in its sole discretion. Jaguars and Crown Royal will not replace any lost, mutilated or stolen tickets. Game tickets are only valid for the corresponding Jaguars home game. Jaguars and Crown Royal are not responsible if the Game is delayed, postponed or cancelled for any reason and Winner will not receive compensation of any kind. Tickets may be subject to standard raincheck and cancellation policies and procedures. By accepting an Award that includes Game tickets, the Winner and Winner's guest agree to abide by any ticketback terms, conditions and restrictions, and all applicable Stadium and NFL rules and regulations, including with respect to COVID-19 protocols. Sponsor (i.e., the Jaguars and Crown Royal) is not responsible if Winner does not use the Game tickets on the day of the applicable Game. The Award (as well as the prize pack comprised of Crown Royal and/or Jaguars-branded items awarded to Applicant who nominated Winner) is nontransferable and no substitution will be made except as provided herein at Jaguars'/Crown Royal's sole discretion. Jaguars and Crown Royal reserve the right to substitute the Award (or any portion thereof) as well as the prize pack comprised of Crown Royal and/or Jaguars-branded items for the Applicant who nominated Winner for one of equal or greater value if the Award/prize pack should become unavailable for any reason. Winner is solely responsible for all costs and expenses incurred that are not included in the Award, including items such as: travel, ground transportation, gratuities, food, beverages, and souvenirs. Winner is responsible for all taxes and fees associated with Award receipt; Applicant who selected Winner will be responsible for all taxes and fees associated with receipt of prize pack. If Winner accepts Award without a guest, the Winner will only receive one (1) Game ticket and one (1) pregame sideline pass to the corresponding Jaguars Home Game, and Winner will not receive any compensation or substitute Award of any kind. Inability of Jaguars/Crown Royal to award prize pack to Applicant who nominated Winner will not affect the provision of Award to Winner. Winner will not receive any tax deduction or other charitable benefit of any kind in conjunction with the charitable donation element of Award, as Award will be made by the Jaguars and Crown Royal to the approved charity.

## <u>Crown Royal makes no representation, warranty or guarantee of any kind regarding Award or prize pack, including but not</u> <u>limited to the warranty of merchantability or fitness for the intended purpose.</u>

**Publicity Rights.** By submitting an application or being selected for an Award (as applicable), except where prohibited by law, Applicants and nominees, respectively, grant to the Jaguars, Crown Royal, their agents and others working on their behalf the right to use his or her name, likeness, voice, image, opinions, business name, business marks, and any additional video or photographs taken by the Jaguars, Crown Royal, or their affiliates or representatives during the Promotion for advertising and marketing purposes worldwide in any media, including on the Application Site, in Crown Royal and Jaguars social media, and in Crown Royal and Jaguars emails, without additional payment or compensation (as applicable).

Disclaimers, Dispute Resolution and Limitations of Liability. Each Applicant and nominee hereby forever discharge, release, and agree to defend, indemnify and hold harmless each Released Party and the NFL Entities (as defined herein) from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Promotion or the awarding, acceptance, use or misuse of any Award or prize pack provided under the Promotion. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the internal laws of the State of Florida, without regard to Florida's conflict of law principles that may cause the application of laws of another jurisdiction. Any action or litigation concerning this Promotion shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each applicant (and nominee) 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 the sole discretion of the Jaguars and Crown Royal, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest the applicant (or nominee). If the Jaguars and Crown Royal elect 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. Applicants and nominees agree to abide by the terms of these terms and conditions and the decisions of the Jaguars and Crown Royal, which are final, and waive any right to claim ambiguity in these terms and conditions. Each applicant and nominee agree 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 ASSOCIATED WITH PARTICIPATING IN THE PROMOTION. EACH APPLICANT AND NOMINEE HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF APPLICANT/NOMINEE, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Personal Information.** Information collected from applicants and/or nominees is subject to and will be used in accordance with the Privacy Policy (as amended from time to time) of the Jaguars (located in the footer section of jaguars.com), and in accordance with these Official Terms and Conditions.

**Sponsor Information:** Jacksonville Jaguars, LLC, One TIAA Bank Field Drive, Jacksonville, FL 32202 and Diageo Americas, Inc., New York, NY 10007

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