## DEAR DUVAL LABEL DESIGN CONTEST OFFICIAL TERMS AND CONDITIONS

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

By submitting an entry to enter the Dear Duval Label Contest (the "<u>Promotion</u>"), you agree to be bound by these Official Terms and Conditions. Failure to comply with these Official Terms and Conditions may result in disqualification from the Promotion. To enter, you must meet the eligibility requirements and follow the rules regarding Registrations (as defined below) 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. Winners are responsible for any taxes, customs, duties and like amounts in respect of the Promotion prizes. Jacksonville Jaguars, LLC ("Jaguars" or "Sponsor") and FE PRO Brands, LLC ("Fairwinds Estates Winery" or "Co-Sponsor") reserves the right to cancel, modify, or suspend the Promotion at any time. Failure to comply with the Official Terms and Conditions may result in disqualification from the Promotion. To submit an entry, you must meet the eligibility requirements and follow the rules regarding the registration set forth herein.

Overview. The Promotion is designed by the Jaguars to engage fans and highlight their creativity in partnership with Fairwinds Estates Winery. Eligible persons are invited to submit a registration to be awarded a Prize (as defined below). A panel of Judges (as defined below) will use the Judging Criteria (as defined below) to judge the registrations received. Subject to meeting all eligibility requirements relating to the Promotion and compliance with all terms and conditions, the selected Entrant (defined below) that submits the best design for a wine bottle label based on the Judging Criteria (the "Winner") will receive (i) the opportunity for their design to be used for the 'Dear Duval' wine bottle in partnership with Fairwinds Estates Winery, (ii) an invitation to Jaguars VIP Draft Party, and (iii) a content feature on certain official Jaguars social media accounts (collectively, the "Prize"). Total approximate retail value of Prize is \$400. The Prize is nontransferable and no substitution will be made except as provided herein at Sponsor's sole discretion. Sponsor reserves the right to substitute the Prize (or any portion thereof) for one of equal or greater value if the Prize should become unavailable for any reason. Winner is solely responsible for all costs and expenses incurred that are not included in the Prize, including items such as: travel, ground transportation, gratuities, food, beverages, and souvenirs. Winner is responsible for all taxes and fees associated with Prize receipt.

**How to Enter**. To submit an entry for the Promotion, eligible persons ("<u>Entrants</u>") must submit a complete and correct registration ("<u>Registrations</u>") during the Submission Period by entering online through the Promotion landing page at <a href="https://www.jaguars.com/dearduvaldesign">www.jaguars.com/dearduvaldesign</a>. Registrations will be accepted beginning at 10:00 am ET on January 26, 2023 until 11:59 pm ET on February 5, 2023 ("<u>Entry Period</u>"). Sponsor's designated computer is the official time keeping device for this Promotion. No other forms of entry are valid. Unlimited entries per person.

Registrations that are deemed by the judges in their sole discretion to be immoral, obscene, profane or not in keeping with the Sponsor's or Co-Sponsor's image or are in violation of these Official Rules will be void. In addition, to be eligible, Registration cannot include any third-party intellectual property, general property, likeness or imagery. Registration cannot defame or invade intellectual property rights of any person, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or patented works or person's personal or proprietary rights. All Registrations become the exclusive property of the Jaguars and Fairwinds Estates Winery, and none will be acknowledged or returned.

Eligibility. Eligibility to participate in the Promotion or to win a Prize is limited to persons who are 21 years of age or older as of January 24, 2023 and legal residents of the state of Florida or Georgia. Any effort by an Entrant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses or telephone numbers or misrepresent his or her eligibility age will disqualify that Entrant. Registrations that have been generated by a script, macro, bot or any other automated means will be deemed void. Registrations that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Entrants who disregard these Official Terms and Conditions are not eligible to participate or win. Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of Sponsor, Co-Sponsor, the NFL Entities (as defined herein), the Social Media Entities (as defined herein), and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible. Sponsor's determination of eligibility, in its 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. If selected, the Entrant may be asked to provide proof of eligibility in a format deemed acceptable to Sponsor and Co-Sponsor.

Intellectual Property. Except as prohibited by law, by submitting a Registration, you grant, without payment or consideration, the Jaguars and Fairwinds Estates Winery 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 Registration (including all written material, photos, and motion pictures, and all trademarks and logos of the Entrant 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 Sponsor and Co-Sponsor and will not be returned. All materials submitted in connection with the Promotion shall be governed in accordance with Sponsor's Terms of Use, available in the footer section of www.jaguars.com, and these Official Terms and Conditions.

**Judging Criteria**. Judges selected by the Sponsor in its sole discretion (the "<u>Judges</u>") will review the Registrations received and select one (1) Winner based on the following criteria (the "<u>Judging Criteria</u>"):

Entrant's creativity (0-30 points), artistic quality (0-30 points) and showcasing their pride in the Jaguars (0-40 points).

Based on the above criteria, one (1) Winner with the highest point total from the Judging Criteria will be selected to receive the Prize. In the event of a tie, all tied highest point totals will be re-judged based on the following criteria: Entrant's creativity (0-100 points). The decisions of the Judges regarding the selection of the Winner, the Judging Criteria, and all related matters are final and binding.

Winner Selection. If an Entrant is selected to receive the Prize, the Entrant will be notified by telephone or email on or about February 6, 2023. One (1) winner (the "Winner") shall be selected by the Jaguars in its sole discretion and may require the Winner to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation prior to the delivery of the Prize (an "Affidavit"). The Winner must provide a Form W-9 to receive the Prize. The Winner will receive an IRS Form 1099 from Sponsor for the approximate retail value of the Prize for the calendar year won. If the Winner fails to pick up or redeem the Prize at the location designated by the Jaguars on a date and time designated by the Jaguars, fails to execute the Affidavit or other documentation required by the Jaguars, or fails to respond to the notification within 48 hours, the Jaguars will consider such Winner to have forfeited the Prize and another prize winner may be selected. The right to receive the Prize is non-transferable and the Winner has no right of substitution (in cash or otherwise). The Jaguars reserves the right to substitute a prize of equal or greater value in the event any portion of the Prize is unavailable, as determined by the Jaguars in its sole discretion. Winner is solely responsible for all costs and expenses incurred that are not included in the Prize, including items such as: travel, ground transportation, gratuities, food, beverages, and souvenirs. Winner is responsible for all taxes and fees associated with Prize receipt and must agree to the terms and conditions relating to the benefits provided by the Jaguars. Odds of winning depend on the number of Registrations received.

Conditions of Participation. Each Entrant represents and warrants that all information contained in his/her Registration is, to the best of his/her knowledge, true and accurate. The Sponsor, Co-Sponsor, and their respective affiliates, successors and assigns, and those working on its 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 cause by an Entrant, any printing errors in these Official Terms and Conditions, in the Registration 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 or illegible registrations or other errors or problems that may limit an Entrant's ability to 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 registrations, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Promotion; (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 registration 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 Entrant's participation in the Promotion or receipt or use or misuse of any Prize. All federal, state and local taxes (where applicable) are the sole responsibility of the individual who is selected for a Prize in the Promotion. The Jaguars/Fairwinds Estates Winery reserve the right to disqualify any individual who tampers with the registration process or the administration of the Promotion. The Jaguars reserve the right to cancel, suspend and/or modify the Promotion or a Prize, 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, or otherwise impacts the ability to conduct the Promotion or fulfill any Prize, as determined by the Jaguars/Fairwinds Estates Winery in their sole discretion. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion may a violation of criminal and civil laws and should such an attempt be made, the Jaguars/Fairwinds Estates Winery 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. Registrations become the property of the Jaguars/Fairwinds Estates Winery and will not be acknowledged or returned. The decisions of the Jaguars/Fairwinds Estates Winery are final on all matters relating to this Promotion.

**Publicity Rights; Marketing Opt-In.** By submitting a Registration, Entrants grant to the Jaguars, Fairwinds Estates Winery, Bold Events, LLC ("Bold Events"), their respective subsidiaries, affiliates, agents, and others working on their behalf, the right to use the Entrant's likeness, voice, image, biographical information and any additional video or photographs taken by the Jaguars, Fairwinds Estates Winery, Bold Events, or their respective affiliates or representatives of the Entrant during the Promotion for advertising and marketing purposes, including on the Promotion Site, in Jaguars, Fairwinds Estates Winery, or Bold Events social

media, and in Jaguars, Fairwinds Estates Winery, or Bold Events emails, without additional compensation. Entrants further expressly consent on an ongoing basis to allow the Jaguars, Fairwinds Estates Winery, 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, Fairwinds Estates Winery, or Bold Events sponsors, media partners, facility manager, and other companies with which the Jaguars and Bold Events do business, unless and until Entrant opts out of such communication . Such communications shall include, but not be limited to, promotional and advertising marketing communications.

Disclaimers, Dispute Resolution and Limitations of Liability. Each Entrant hereby forever discharges, releases, and agrees 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 Prize 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 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 the sole discretion of the Jaguars, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest the entrant. If the Jaguars 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 Prize may be entered in any court having jurisdiction. Entrants agree to abide by the terms of these terms and conditions and the decisions of the Jaguars, which are final, and waive any right to claim ambiguity in these terms and conditions. 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 PRIZES SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH APPLYING TO THE PROMOTION. EACH ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Severability.** In the event that any provision of these Official Rules shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which shall remain in full force and effect, and the Official Rules shall be construed as if such invalid or unenforceable provision had not been part of the Official Rules, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision.

**Entrant's Personal Information.** Information collected from Entrants is subject to and will be used in accordance with the Privacy Policies (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.

**Announcement of Winners.** To request a list of Winners, please send a postage prepaid letter to Jacksonville Jaguars, LLC, attention: Dear Duval Label Design Contest, Attn: Aaron Malave, 1 TIAA Bank Field Drive, Jacksonville, Florida, 32202 to be received by July 31, 2023.

**Sponsor Information:** Jacksonville Jaguars, LLC, 1 TIAA Bank Field Drive, Jacksonville, FL 32202 and FE PRO Brands, LLC, 1811 Three Mile Drive, Reno, Nevada 89509.

THIS PROMOTION 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 AND THE SOCIAL MEDIA 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 (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.