

SWAT THAT KICK SWEEPSTAKES
OFFICIAL RULES

By entering into the Swat That Kick Sweepstakes (the “Promotion”), you agree to be bound by these Official Rules. Failure to comply with these Official Rules 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.

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

The Promotion is void where prohibited or restricted by applicable laws, rules and legal requirements, and all applicable federal, state 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 Kingfish Pest Control LLC (“Kingfish” or “Co-Sponsor”) reserves the right to cancel, modify or suspend the Promotion at any time.

1. **How to Enter.** To participate in the Promotion for a chance to win a Prize (as defined below), eligible persons must submit complete and correct registrations (“Registrations”) during the Entry Period by (i) entering online through the Promotion landing page at www.jaguars.com/KingfishPestControl (“Promotion Site”). Registrations will be accepted beginning at 10:00 am ET on September 5, 2022 until 11:59 pm ET on January 9, 2023 (the “Entry Period”). Sponsor’s designated computer is the official time keeping device for this Promotion. No other forms of entry are valid. Limit one (1) entry per person.

2. **Eligibility.** Eligibility to participate in the Promotion or to win a Prize is limited to persons who are 18 years of age or older at the time of entry and legal residents of the state of Florida and reside within 60 miles of downtown Jacksonville. 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. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Entrants who disregard these Official Rules 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 and conclusive. The potential winner may be required to show proof of being the authorized Registered Applicant.

3. **Winner Selection.** Eligible persons who fully complete and return the Registration prior to the conclusion of the Entry Period (“Registered Applicants”) shall be entered for a chance to win the Prize (as defined below). Throughout the 2022 NFL regular season, a maximum of five (5) Winners (each, a “Winner” and collectively, the “Winners”) will be selected by a random drawing conducted by the Jaguars on or about a week following the Jaguars home game where the Jaguars block an opposing team’s field goal attempt from all eligible Registrations received during the Entry Period. In the event of zero (0) blocked field goal attempts completed by the Jaguars, one (1) Winner will be selected by a random drawing conducted by the Jaguars at the conclusion of the Entry Period. Sponsor and Co-Sponsor reserve the right to change the drawing date(s) and time in their sole discretion. Odds of winning depend on the number of Registrations received and the number of blocked field goal attempts completed by the Jaguars. All materials submitted in connection with the Promotion become the property of Sponsor and Co-Sponsor and will not be returned and shall be governed, respectively, in accordance with Sponsor’s Terms of Use and Privacy Policy and Co-Sponsor’s Terms of Use and Privacy Policy, available in the footer section of www.jaguars.com and www.kingfishpest.com.

4. **Prize.** Each Winner will receive the Perimeter Pest Defense Program from Kingfish (ARV = \$1,000) (the “Prize”). Exact details of the program will be determined by Kingfish in its sole discretion. **Total ARV of Prizes = \$1,000 – \$5,000.**

All expenses and incidental costs not expressly stated in the package description above, including but not limited to ground transportation, incidentals, gratuities, taxes or other expenses are the sole responsibility of Winner. The Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor’s

or Co-Sponsor's discretion. Sponsor and Co-Sponsor reserve the right to substitute the Prize (or a component thereof) for one of equal or greater value if the designated Prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with Prize receipt.

5. **Conditions of Participation.** Each participant in the Promotion agrees to be bound by these Official Rules and the decisions of Sponsor and Co-Sponsor (which shall be final), and to accept delivery of the Prize. In addition, each Registered Applicant represents and warrants that all information contained in his/her Registration entry is true and accurate. Sponsor and Co-Sponsor are not responsible for any printing errors in these Official Rules, in the Registration page or otherwise in any materials in connection with the Promotion or for any misdirected, incomplete, lost, late or illegible Registrations or other errors or problems that may limit a participant's ability to participate in or win the Promotion. In addition, Sponsor and Co-Sponsor are 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 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 and the announcement of the Winner. Sponsor and Co-Sponsor shall not be responsible for lost, late, misidentified or misdirected Registrations, or telecommunication or computer hardware or software performance, errors, delays or failures. Sponsor reserves the right to disqualify any individual who tampers with the Registration process or the administration of the Promotion. Sponsor and Co-Sponsor 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 Sponsor and Co-Sponsor in their sole discretion. In such event, Sponsor and Co-Sponsor, in their sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. 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 Sponsor and Co-Sponsor 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. Entries become the property of Sponsor and Co-Sponsor and will not be acknowledged or returned. Sponsor's and Co-Sponsor's decisions are final on all matters relating to this Promotion.

6. **Publicity Rights; Marketing Opt-In.** By submitting a Registration, Registered Applicants grant to the Jaguars, Kingfish, Bold Events, LLC ("**Bold Events**"), their respective subsidiaries, affiliates, agents, and others working on their behalf, the right to use the Registered Applicant's name, likeness, voice, image, biographical information and any additional video or photographs taken by the Jaguars, Kingfish, Bold Events, or their respective affiliates or representatives of the Registered Applicant during the Promotion for advertising and marketing purposes, including on the Promotion Site, in Jaguars, Kingfish, or Bold Events social media, and in Jaguars, Kingfish, or Bold Events emails, without additional compensation. Registered Applicants further expressly consent on an ongoing basis to allow the Jaguars, Kingfish, Bold Events, their affiliates, agents, employees and authorized third parties to communicate with the Registered Applicant by mail, email, SMS/text message, telephone, autodialing services, facsimile and/or by any other method and to share the Registered Applicant's personal information with the Jaguars, Kingfish, or Bold Events sponsors, media partners, facility manager, and other companies with which the Jaguars, Kingfish, and Bold Events do business. Such communications shall include, but not be limited to, promotional and advertising marketing communications.

7. **Winner Notification.** The Prize Winner will be notified by telephone or email in accordance with Section 3. Sponsor 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, or fails to execute the Affidavit or other documentation required by the Jaguars, the Jaguars will consider such Winner to have forfeited the Prize and another prize winner will be selected. In the event that the potential winner is disqualified for any reason, Sponsor will award the Prize to an alternate winner through a random drawing from remaining Registrations. Only three (3) alternate awards will be attempted, after which the Prize will remain unawarded. The right to receive the Prize is non-transferable and the Winner has no right of substitution (in cash or otherwise). Sponsor and Co-Sponsor reserve the right to substitute a prize of equal or greater value in the event any portion of the Prize is unavailable, as determined by Sponsor and Co-Sponsor in their sole discretion.

8. **Announcement of Winners.** To request a list of Winners, please send a postage prepaid letter to Jacksonville Jaguars, LLC, attention: Swat That Kick Sweepstakes, Attn: Trevor Bittenbender, 1 TIAA Bank Field Drive, Jacksonville, Florida, 32202 to be received by March 31, 2023.

9. **Sponsor.** The sponsor of this Promotion is the Jaguars and the Co-Sponsor of this Promotion is Kingfish.

10. **Disclaimers, Dispute Resolution and Limitations of Liability.** Each Registered Applicant hereby forever discharges, releases, and agrees to defend, indemnify and hold harmless the Jaguars, Kingfish, 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 officers, members, managers, directors, representatives, employees, agents, successors and assigns, subsidiaries and affiliates 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 given out under the Promotion or any other substitute prize. 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 its conflict of law principles that may cause the application of laws of another jurisdiction. Any action, dispute, claim, controversy or litigation concerning this Promotion shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each Registered Applicant 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) at Sponsor's option, shall be resolved 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. Entrants agree to abide by the terms of these Official Rules and the decisions of Sponsor and Co-Sponsor, which are final, and waive any right to claim ambiguity in these Official Rules. Each Registered Applicant 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 ASSOCIATED WITH ENTERING THIS PROMOTION. REGISTERED APPLICANT 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 PROMOTION, 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. **THE PARTIES EACH HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT 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 THESE OFFICIAL RULES.**

11. **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.

12. **Entrant's Personal Information.** Information collected from entrants is subject to and will be used in accordance with Jaguars' Privacy Policy (as amended from time to time) as set forth in the footer section of Jaguars.com and Kingfish's Privacy Policy as set forth in the footer section of www.kingfishpest.com.

THIS SWEEPSTAKES 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 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.