

NEW YORK JETS REWARDS PROGRAM TERMS AND CONDITIONS
(as of June 4, 2024)

Rewards Program Terms & Conditions

Program Participation and Eligibility:

Participation in the New York Jets Rewards Program (the “**Program**”), use of Jets Rewards Cash, and use of the Jets Rewards Cash QR Code (“**QR Code**”) issued by the New York Jets (the “**Club**”) is subject to these terms and conditions, and the rules, regulations, policies and procedures described and/or incorporated herein, as posted on <https://static.clubs.nfl.com/image/upload/jets/w414vwkteamoupeswvvt>, as the same may be updated from time to time, or as otherwise communicated to the Participant (as defined below) (collectively, “**Program Terms**”) which may be accessible through compatible mobile or handheld devices, including via the Club’s official mobile app, as the Club shall determine. The Club may post descriptions of, or tutorials about, the Program on the Club’s website from time to time; however, in the event of any inconsistency or conflict between such descriptions or tutorials, on the one hand, and these Program Terms, on the other hand, these Program Terms shall control. The QR Code is a revocable license that can only be utilized by Participants in connection with the Program. All decisions made by the Club regarding the Program shall be in the Club’s sole discretion and all such decisions shall be final. The Club may change, alter, amend, limit or otherwise revise the Program Terms, or any aspect of the Program or Jets Rewards Cash including point allocations and redemption values, at any time and for any reason whatsoever. All such changes, alterations, amendments or revisions shall be in the Club’s sole discretion. The Club also has the right to terminate and cancel the Program at any time in its sole discretion. Participants shall have no claim, recovery or remedy against the Club for any changes made to the Program or the Program Terms. In the event of termination or cancellation of the Program, the Club shall have no obligation to provide, and Program Participants shall not be entitled to receive, any compensation in any form for any points remaining in participant’s account as of the date of such termination or cancellation. Only currently active season ticket subscribers on record (each a “**Participant**”) are eligible for Program participation. Such Participant’s season ticket account and subscription must remain active and in good standing for the duration of the applicable Program Year (defined below) to be eligible to participate in the Program during such Program Year.

Program Enrollment; Jets Rewards Cash QR Code:

The Club will issue one (1) QR Code for each eligible Participant account. Jets Rewards Cash is a cash-free form of payment that a Participant may use to purchase food, beverages and merchandise items at Jets home games at MetLife Stadium. Participants may obtain Jets Rewards Cash by timely renewing season ticket subscriptions, by redeeming Points, and by other means as the Club may allow from time to time. A Participant’s use of a QR code, the purchase or use of any Jets Rewards Cash, and/or the redemption of any Points shall constitute such Participant’s agreement to all of the Program Terms described herein, as they may be modified from time to time by the Club. Participants must be at least thirteen (13) years of age to be eligible to participate in the Program. Consistent with the newyorkjets.com Privacy Policy, accessible at: www.newyorkjets.com/faqs/privacy-policy, the Club will not knowingly accept personal information about any individual under the age of thirteen (13). Certain Rewards (e.g., Rewards including travel) as determined by the Club in its sole discretion are only available to Participants over the age of eighteen (18). If a Participant under eighteen (18) earns a Reward for which they are ineligible, the Reward will be awarded to the Primary Member unless otherwise agreed by the Club in its sole discretion. Participants are solely responsible for the safe keeping of the QR Code and all Jets Rewards Cash, Points or Rewards associated with their season ticket subscriber account and are responsible and liable for all activities conducted with each QR Code, whether or not conducted by the Participant. The Club is not responsible for lost, counterfeit or stolen QR Codes or unauthorized uses. Participants should not share their QR Codes, by screenshot/text message or otherwise, and remain

responsible for transactions made by others using such shared QR Codes, whether or not such transactions are authorized by the Participant. QR Codes may not be transferred, sold, assigned or otherwise encumbered. Any use of QR Codes other than by the Participant may be grounds for rescinding the QR Code and possible termination of the season ticket subscriber account, in the Club's sole discretion. All QR Codes will have an associated Program account ("**Program Account**") at <https://www.newyorkjets.com/myjetsaccount> for the management of the QR Code and its associated Program benefits as described below.

Program Benefits and Point Earning

- “**Qualifying Purchases**” include Jets tickets (renewal and add-ons) purchased directly from the Club (excluding secondary/resale tickets on Ticketmaster.com or any other platform but including single game primary ticket purchases from the Club via Ticketmaster.com); pre-purchased gameday parking at MetLife Stadium; and eligible purchases of concessions, retail, and merchandise, provided that such purchase complies with all rules and restrictions stated in these Program Terms. Qualifying Purchases earn Points at the rate of 5 points for each \$1 spent on such Qualifying Purchases (not including taxes or fees).
- For Jets tickets (Season, Suite Rental, Group and Single Game Tickets), Jets parking passes purchased from the Club, or JetsShop.com transactions, your payment must be made using the email address associated with your Season Ticket Holder subscription to be considered a Qualifying Purchase. Single Game Tickets and parking passes must be purchased from the Club at Ticketmaster.com to be considered a Qualifying Purchase.
- For single game tickets, only purchases of primary inventory from the Club on Ticketmaster.com are considered Qualifying Purchases. Secondary/resale tickets and spend-related sales do not qualify.
- Concessions, retail, and merchandise purchases made using a QR Code are eligible to earn Points only for purchases made (1) in MetLife Stadium at New York Jets home games, (2) at the Atlantic Health Jets Training Center during the Club's Training Camp, and/or (3) at the Club's official Draft Party.
- To be eligible to earn Points for any Qualified Purchase at a retail location, the Participant must (1) link a payment method to the Participant's account on the Jets Rewards portal (<https://myrewards.newyorkjets.com>) and (2) use the Participant's QR Code to make the Qualifying Purchase.
- If a Participant returns or otherwise receives a refund for a Qualifying Purchase, the Points earned on that Qualifying Purchase will be forfeited and deducted from the Participant's Points balance.
- Please allow up to ten (10) business days for Jets Rewards points to post on your account following a transaction.

Redemptions

- Jets Rewards Cash may be preloaded into a Participant's account and QR Code by the Club at the beginning of a season, based on a Participant's timely renewal of a season ticket subscription, in amounts that vary based on the timing of the subscription renewal and the seat locations covered by the subscription. Jets Rewards Cash expires after the final Jets home game for each season, with the following exception: Jets Rewards Cash earned or acquired during the 2023-2024 season and not redeemed by end of the final Jets home game for that season will rollover and be available for use through the end of the Program Year for the 2024-2025 season.
- Purchases made using JetsShop.com gift cards are not eligible for refund to such gift cards. Gift cards are only valid at JetsShop.com and are not accepted at MetLife Stadium. Upon purchase of a JetsShop.com gift card, the gift card will be sent digitally to the email address associated with the Participant's season ticket holder subscription.

Health and Safety:

Participation in experiences and events are subject to the National Football League (the “**NFL**”), New York Jets and MetLife Stadium Health & Safety protocols (including but not limited to COVID-19 protocols) that may apply.

Jets Rewards New Information for 2024-2025

Season

Account Balance

- The amount of Points & Jets Rewards Cash that the Club pre-loads into a Participant’s account and QR Code will vary based on the timing of the Participant’s season ticket subscription renewal and the location of the seats covered by that subscription.
- Points are now earned, accumulated, and can be spent only at the account level. Points will not be differentiated by seat location within a particular account.

Jets Rewards Cash

- All Jets Rewards Cash associated with season ticket holder accounts will now be accessible only through the use of a QR Code via the portal on a Participant’s compatible mobile or handheld devices.

Merchandise Discount

- Season ticket holder discounts at MetLife Stadium retail locations are only available to Participants who scan a valid QR Code at the time of payment.

Points and Rewards:

Participants acknowledge that Participant activities related to Club home games as well as other Club related activities (as the Club may determine) are tracked to accumulate rewards points (“**Points**”). Points shall be earned and managed in connection with each season ticket subscription at an account level and cannot be combined or transferred to any other account. Further explanation of how Points may be earned and redeemed for certain rewards (“**Rewards**”), including a description of the Rewards and rules for retaining and forfeiting Points, may be found on rewards.newyorkjets.com, which are hereby incorporated by reference into these Program Terms. Rewards may only be earned by accumulating the applicable Point value(s) specified on rewards.newyorkjets.com. Points may not be used for any purpose other than to redeem Rewards. Points and Rewards may not be transferred (except as expressly set forth in the Program Terms), sold or assigned by any means, electronic or otherwise. The Club, in its discretion, reserves the right to revoke and not honor any Rewards or Points for which attempts have been made to transfer, sell or assign. The Club is not responsible for Rewards lost, misdirected or delayed via mail or over email, nor does it guarantee timely Rewards delivery. The Club will only mail Rewards items within the United States and will not ship internationally. The Club is not responsible for unauthorized Point redemption activity. The Points required to earn any Rewards are determined by the Club. The Club reserves the right at any time to change Point values associated with any Rewards; limit, modify or cancel any Reward opportunities or the number and type of Rewards available; and change rules for earning, redeeming, retaining or forfeiting Points. All Points acquired during a Program Year (as hereinafter defined) shall expire at the end of such Program Year and will not be available to participants for any subsequent Program Years, except as expressly stated otherwise in these Program Terms. The “**Program Year**” duration is up to the discretion of the Club and subject to change. The Program Year for the 2024-2025 season will begin on Tuesday, June 18, 2024, and end Friday, May 2, 2025, at 11:59pm EDT.

Electronic Payments:

By linking a valid credit or debit card (the “**Linked Card**”) to their QR Code via the Program Account at the Program website, the Participant may use the QR Code to make electronic payments (the “**Linked QR**”).

Code”) at Authorized Vendors (as hereinafter defined). Only Participants may change the method of payment and view transaction history for each Linked QR code associated with their account at the Program website. “**Authorized Vendors**” means those vendors authorized to participate in the Program by the Club or its affiliates. The Club or its affiliates, in their sole discretion, may add or remove Authorized Vendors from time to time with or without notice. Participants may make purchases by presenting the Linked QR Code to the server or cashier at an Authorized Vendor. Upon completion of a purchase using a Linked QR Code, the amount due will be deducted first from any remaining Jets Rewards Cash associated with the Linked QR Code with any remaining balance due charged to the Linked Card. QR Codes may not be used to purchase tickets or parking passes. Except as otherwise provided herein, the receipt and redemption of Rewards cannot be combined with any other offer or discount. In the event an attempted purchase (inclusive of applicable tax or other fees) with a Linked QR Code is unsuccessful due to a lack of sufficient Jets Rewards Cash and/or a declined Linked Card, an additional form of payment will be required to cover the deficiency in order to complete the purchase. No purchases may be made using a QR Code unless and until the Participant has provided a Linked Card or sufficient Jets Rewards Cash remain on a Linked QR Code. It is the Participant’s responsibility to ensure that a Linked Card has been provided or that adequate Jets Rewards Cash remains for any attempted purchases using the QR Code. In the event that the Club or its affiliate, in its sole discretion, does not permit a purchase which results in a declined transaction, the Participant shall immediately provide a valid Linked Card to such Linked QR Code to eliminate any future declined transactions. Neither the Club nor any of its affiliates shall have any responsibility whatsoever with respect to any transactions between the Participant and the Participant’s financial institution or card issuer, and the Club and its affiliates hereby expressly disclaim all liability for any and all loss, damage or other harm, financial or otherwise (including interest, fees or other penalties) that may be incurred by the Participant in connection with any such transactions, whether or not such transactions relate in any way to the Program and/or the QR Codes. Each Participant is solely responsible for the safe keeping of any QR Code issued to such Participant, and the Club is not responsible for lost or stolen QR Codes or for unauthorized uses of QR Codes to make purchases or execute transactions.

Rewards Points Auctions:

The descriptions of item/lots appearing in the Program’s auction listings and in advertising of the auction items are believed, but not guaranteed, to be correct. Such descriptions shall not be construed as a warranty either express or implied. All auctioned items are for final sale – no returns, exchanges, or rescheduling will be allowed. ALL SUCH ITEM/LOTS ARE SOLD AS IS - WHERE IS AND WITH ALL FAULTS. If the item being auctioned is a physical item (for example, a player jersey), placement of a bid constitutes acknowledgement that the item may be game-worn or otherwise previously used and, therefore, may show signs of such use. If the item being auctioned is an experience (such as by way of example only and without limitation, an access pass, meeting with a celebrity or other personality, visit to a broadcast booth or suite, etc.), placement of a bid constitutes acknowledgement that the experience is subject to the rules and policies of MetLife Stadium, the Club, and if applicable the celebrity or personality and/or the party controlling access to the booth or suite, as the case may be. Placement of a bid also constitutes acknowledgement and acceptance of any other limitations, rules, disclaimers or other statements, representations or descriptions included in the auction listing.

Any auction item consisting of or including a meeting with a celebrity or personality does not guarantee any particular amount of time spent with the celebrity or personality, which shall be determined in the celebrity or personality’s sole discretion. The winning bidder is responsible for arriving on time at the experience, which will not be rescheduled for any reason. Winning bidders will receive an email confirmation of the auction transaction. Fulfillment details, including the date, time, and location of pick-up (or shipping information, if applicable) will be explained in the email. If a specific date is not identified in the applicable auction listing, please allow up to four (4) to six (6) weeks for item fulfillment. The Club reserves the right to substitute an item or experience of equal or greater value if the selected item or experience is unavailable. Participants should review listings for other important terms and conditions. The

Club does not and cannot affirm that any person will earn sufficient Points to redeem for a selected item or experience, or any item or experience. The Club reserves the right to modify, withdraw, alter or amend any items placed for auction at any time prior to completion of the sale, even if bids have already been placed; provided, however, that if an auction is expressly put up without reserve, once the period for bidding has commenced, the item will not be withdrawn from the auction unless no bids have been received within a reasonable time. Bids may not be retracted once the auction has closed. Bids can be made by Participants online, and only using Jets Rewards points unless the particular auction expressly specifies otherwise. The Participant's account must have enough Jets Rewards points to cover the amount of the bid at the time of the bid. It is the Participant's responsibility to maintain internet service sufficient to access the auction site. The Club will not be responsible for any failure in communications or internet service. A bid will not be effective unless actually received by the Club, as determined by the Club's records, regardless of any failure in communication or internet service whether at the bidder's location, the Club's location, or any servers or transmission lines or hubs in between. Participants are prohibited from using any software program, app, or other method or system (including, for example, "bots") to automatically place bids and any bids placed in violation of this provision will be null and void.

Additional Terms and Conditions:

Jets Rewards are not refundable, exchangeable, replaceable or transferable unless specifically permitted by these Program Terms. Participants agree and acknowledge that the Club is not responsible for any damage or loss of any kind incurred whatsoever as a result of participation in the Program, use of the Jets Rewards Cash QR Code, attendance at any game or event of the Club or held at MetLife Stadium, or any acts or omissions of the Club, MetLife Stadium or any of their agents, and Participants hereby agree to release and will not hold the Club or MetLife Stadium liable for any such damage or loss. The Club is not responsible, and shall not be liable, for misdirected Jets Cash Rewards QR Codes, Points, or Rewards, or any unauthorized activities due to erroneous or outdated personal information in a season ticket account. The Club is not responsible, and shall not be liable, for any security breaches by any third party, including without limitation related to unauthorized activities related to the Program, QR Code, or Rewards. **Any attempt by an individual to deliberately damage any website or undermine the legitimate operation of the Program may be a violation of criminal and civil laws, and should such an attempt be made, Club reserves the right to expel and seek any and all remedies available from any such individual to the fullest extent permitted by law, which may include without limitation revocation of tickets, termination of season ticket accounts and subscriptions, invalidation of Jets Rewards Cash QR Codes, and forfeiting of Points and/or Jets Rewards Cash.** Participants are solely responsible for any tax liability (if any) arising out of earning or redeeming Points and the use of Rewards or Jets Rewards Cash. Participants are responsible for maintaining the security of their account passwords, should not share their passwords with third parties, and should change their passwords periodically. The Club is not responsible for and shall have no liability for any action taken by unauthorized users of a Participant's account by virtue of a Participant's failure to maintain the security of their password. Participants and their guests shall at all times abide by all applicable governmental laws, ordinances, orders, directions, rules and regulations, and all the Club's policies, rules and regulations, including any resale price restrictions, smoking prohibitions, conduct policies and restrictions on entry. In case of violation of applicable laws, regulations or the Program Terms, or fraud or abuse involving the Program, (i) the Club will have the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of Jets Rewards QR Codes, Points, Rewards, tickets, and/or season ticket accounts and subscriptions and (ii) Participants will be liable for payment of all fines, penalties, costs, fees and any other monies owed pursuant to the Program Terms and any applicable law. If any term of these Program Terms is held to be unlawful or unenforceable, then the Club and/or the Participant, as applicable, shall be relieved of such unlawful or unenforceable obligation under that term and the remaining provisions will be enforced to the fullest extent permitted by law. Awarding of Rewards is void where prohibited by law.

THE CLUB, THE NFL, EACH OF ITS MEMBER PROFESSIONAL FOOTBALL TEAMS AND CLUBS, INCLUDING, BUT NOT LIMITED TO, NFL ENTERPRISES LLC, NFL VENTURES INC.,

NFL VENTURES, L.P., NFL PROPERTIES, LLC, NFL PRODUCTIONS, LLC, NFL INTERNATIONAL, LLC AND NEW MEADOWLANDS STADIUM COMPANY, LLC (DBA METLIFE STADIUM), NEW JERSEY SPORTS EXPOSITION AUTHORITY (NJSEA), JETS STADIUM DEVELOPMENT, LLC AND EACH OF THEIR RESPECTIVE PARENTS, DIRECT AND INDIRECT SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE SHAREHOLDERS, ENTITIES, AGENTS, LICENSEES, VENDORS, MEMBERS, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS AND REPRESENTATIVES (COLLECTIVELY, THE “**RELEASED PARTIES**”) WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ANY AND ALL PARTICIPANTS AND THEIR AUTHORIZED USERS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF A JETS REWARDS CASH QR CODE, REWARDS, JETS REWARDS CASH, E-CASH, AND/OR PARTICIPATING IN THE PROGRAM, PROGRAM-RELATED ACTIVITIES AND/OR ACTIVITIES RELATED TO JETS CASH REWARDS QR CODES, REWARDS, JETS REWARDS CASH OR E-CASH, INCLUDING WITHOUT LIMITATION AUCTIONS. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY REWARD CANNOT BE AWARDED FOR ANY REASON. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND THE RELEASED PARTIES’ CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, STRIKE OR LABOR DISPUTE, NATURAL DISASTER, WEATHER, TERRORISM, PANDEMIC, EPIDEMIC OR ANY ACT OR OMISSION OF A THIRD PARTY. THE CLUB MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER REASON WITH RESPECT TO THE QR CODES, POINTS, REWARDS, E-CASH AND/OR THE PROGRAM, INCLUDING WITHOUT LIMITATION AUCTIONS.

Participation in the Program is subject to the [newyorkjets.com Privacy Policy](https://www.newyorkjets.com/privacy-policy) accessible at: <https://www.newyorkjets.com/privacy-policy>, and Terms of Use accessible at: <https://www.newyorkjets.com/privacy-policy>, as amended by the Program Terms and as amended or updated from time to time, both of which are incorporated herein by reference. These Program Terms may be updated and/or modified by the Club at any time in the Club’s sole discretion. It is the Participant’s responsibility to review these Program Terms, the Terms of Use, and the Privacy Policy from time to time. Any continued use by the Participant of the Jets Rewards Cash QR Code, the Program website, or the Program benefits constitutes the Participant’s agreement to and acceptance of these Program Terms, the Terms of Use, and the Privacy Policy as they exist at the time of such use. In the event of any inconsistency or conflict between these Program Terms and the Privacy Policy, the Privacy Policy shall control. In the event of any inconsistency or conflict between these Program Terms and the Terms of Use, these Program Terms shall control.

New York Jets trademarks and copyrights are the sole proprietary rights to the New York Jets. All rights reserved.

Applicable Law; Dispute Resolution; Class/Collective Action Waiver

The Program Terms and the Program shall be governed by the internal laws of the State of New Jersey, without regard to its conflicts of laws, rules or policies. Club and Participant agree that any dispute, claim or controversy arising from or relating to the Program or Program Terms, a QR Code, the terms of the QR Code, any game or event of the Club, and/or any acts or omissions relating to or occurring during any game or event of the Club (“**Covered Claims**”) shall be resolved by binding arbitration conducted in the State of New Jersey. The parties understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this agreement shall be consolidated with any other arbitration. In

agreeing to submit all Covered Claims for resolution by arbitration, the Participant acknowledges that such agreement is given in exchange for rights or benefits to which the Participant is not otherwise entitled – namely, being provided with the opportunity to participate in the Program and the more expeditious and confidential resolution of any Covered Claims. Each Participant agrees that all Covered Claims must be pursued on an individual basis only. By participating in the Program, and thereby agreeing to and accepting these Program Terms, each Participant waives any right to commence, or be a party to, any class or collective actions asserting Covered Claims or to bring jointly with any other person assert any Covered Claim against the Club, MetLife Stadium, the NFL, or any of their respective owners, members, employees, agents, affiliates, directors, trustees, agents or other representatives. Nothing in this paragraph is intended or may be construed as a limitation of any Participant’s right to assert, on the Participant’s own individual behalf, any Covered Claims pursuant to the arbitration provisions described above.