

## **NEW YORK JETS REWARDS PROGRAM TERMS AND CONDITIONS**

(as of August 19, 2021)

### **Rewards Program Terms & Conditions**

#### **Program Participation and Eligibility:**

Participation in the New York Jets Rewards Program (the "Program") and use of the Jets Rewards Cash QR code ("QR code"), issued by the Club are subject to these terms and conditions, and the rules, regulations, policies and procedures described herein, on <http://rewards.newyorkjets.com/terms>, or otherwise communicated to the individual or entity using the Jets Rewards Cash QR code (a "Participant") (collectively, "Program Terms") which may be accessible through compatible mobile or handheld devices, including via the Club's official mobile app, as Club shall determine. The Jets Rewards Cash 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 season ticket subscribers of record (each a "Primary Member") are eligible for Program participation.

#### **Program Enrollment, Jets Rewards Cash QR Code:**

The Club will issue one (1) Jets Rewards Cash QR code for each eligible season ticket subscriber account. The use of any Jets Rewards Cash 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. Non-Primary Member 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](http://www.newyorkjets.com/footer/privacy-policy.html), accessible at: [www.newyorkjets.com/footer/privacy-policy.html](http://www.newyorkjets.com/footer/privacy-policy.html), 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 18. If a Participant under 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. Primary Members are solely responsible for the safe keeping of all the Jets Rewards associated with his or her season ticket subscriber account and is liable for all activities conducted with each Jets Rewards Cash QR code, whether or not conducted by the Primary Member or the Non-Primary Member. The Club is not responsible for lost, counterfeit or stolen QR codes or unauthorized uses. Jets Rewards Cash QR codes may not be transferred, sold, assigned or otherwise encumbered. Only Primary Members and their authorized guests (i.e., Non-Primary Member Participants) can utilize a Jets Rewards QR code. Participants are not permitted to transfer their Jets Rewards Cash QR codes. Any use of Jets Rewards Cash QR codes other than by Primary Members or their authorized guests may be grounds for rescinding the Jets Rewards Cash QR code and possible termination of the season ticket subscriber account, in the Club's sole discretion. All Jets Rewards Cash QR codes will have an associated Program account ("Program Account") at [newyorkjets.com/myjetsaccount](http://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**

- Qualifying purchases include Jets tickets (renewal and add-ons), gameday parking, concessions, retail, and merchandise on [JetsShop.com](http://JetsShop.com).

## **Tickets & Parking**

- For Jets tickets (Season, Suite Rental, Group and Single Game Tickets), Jets parking, or JetsShop.com transactions, your payment must be made using the email address associated with your Season Ticket Holder subscription. Single Game Tickets and parking passes must be purchased at Ticketmaster.com. For all purchases, Rewards points will be deducted from any accounts that have refunds issued for spend-related earnings.
- For single game tickets, only primary inventory qualifies. Secondary and spend-related sales do not qualify.
- Only pre-purchased parking will qualify.
- Please allow up to ten (10) business days for Jets Rewards points to post on your account following a transaction.

## **Gameday Purchases**

- To qualify for points, you must 1) link a payment method to your account on the Jets Rewards portal and 2) use Jets Rewards Cash QR code to transact.
- Points earned by using your Jets Rewards Cash QR code can only be earned at New York Jets home games.
- For all purchases, Rewards points will be deducted from any accounts that have refunds issued for spend-related earnings.

## **Redemptions**

- Jets Rewards Cash pre-loaded by the club in the beginning of the season expires after the final Jets home game each season.
- JetsShop.com gift cards are non-refundable upon redemption. Gift cards are only valid at JetsShop.com and are not accepted at MetLife Stadium. Upon redemption, gift cards will be sent digitally to the email address associated with your Season Ticket Holder Subscription.

## **Health and Safety:**

Participation in experiences and events are subject to NFL, Jets and MetLife Stadium Health & Safety protocols (including but not limited to COVID-19 protocols) that may apply.

## **New Jets Rewards Information**

### **Account Balance**

- Initial balance of Jets Rewards points & Jets Cash will be reflective of a Season Ticket Holder's renewal status and seat location.
- Points are now earned, accumulated, and can be spent at an account level. They will not be differentiated by seat.

### **Jets Rewards Cash**

- All Jets Rewards Cash associated with Season Ticket Holder accounts will now be accessible only through the use of a Jets Rewards Cash QR code via the portal on your mobile device.

### **Merchandise Discount**

- Participants must scan their Jets Rewards Cash QR Code at MetLife Stadium to receive Season Ticket Holder discounts at all retail locations.

## **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](https://rewards.newyorkjets.com). Rewards may only be earned

by accumulating the applicable point value(s) specified on [rewards.newyorkjets.com](https://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 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 select 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 Rewards 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 during the end of such Program Year and will not be available to participants for any subsequent Program Years. The "Program Year" duration is up to the discretion of the club and subject to change. This season's program year will end in May 2022.

### **Electronic Payments:**

By linking a valid credit or debit card to his or her Jets Rewards Cash 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 Primary Members may change the method of payment and view transaction history for each QR code associated with their account at the Program website. The Club or its affiliate, in its sole discretion, may add or remove Authorized Vendors from time to time with or without notice. Participant or his or her guests may make purchases on such person's QR code by presenting his or her QR code to the server or cashier at an Authorized Vendor. Upon completion of a purchase using a QR code, the amount due will be charged or deducted from the Linked QR code or any remaining Jets Rewards Cash balance. 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 with a QR code is not able to cover amount of the purchase and any applicable tax or fee, an additional form of payment will be required to cover the deficiency. No purchases may be conducted using a QR code unless and until the Participant has provided a Linked Card or sufficient funds remain from Jets Rewards Cash on such 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 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, including any related transaction.

### **Rewards Points Auctions:**

The descriptions of item/lots appearing in the Program's auction listings and in advertising of the auction items are believed to be correct. Nevertheless, those 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. 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. 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 to six (4 to 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 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 QR codes, Points, or Rewards, and any unauthorized activities due to erroneous or outdated personal information in a Program 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.** 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 his or her 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 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, and Rewards 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 NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, AND EACH OF ITS PARENT AND AFFILIATED ENTITIES, AND THEIR RESPECTIVE AGENTS, LICENSEES, VENDORS, MEMBERS, 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 QR CODE, REWARD, ECASH, AND/OR PARTICIPATING IN THE PROGRAM, PROGRAM-RELATED ACTIVITIES AND/OR ACTIVITIES RELATED TO QR CODES, REWARDS, OR ECASH, 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, 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, ECASH 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/terms-of-use>, as amended by the Program Terms and as amended or updated from time to time. These NEW YORK JETS REWARDS PROGRAM TERMS AND CONDITIONS may be updated and/or modified by the Club at any time in the Club's discretion. It is the Participant's responsibility to review these terms and conditions 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 terms and conditions as they exist at the time of such use. New York Jets trademarks and copyrights are proprietary 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 agreement to and accepting these terms and conditions, 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.