

New York Jets Small Business Showcase

Official Rules

No Purchase Necessary to Enter or Win.

A Purchase Will Not Increase Your Chances of Winning.

1) Eligibility:

The New York Jets Small Business Showcase (hereafter, "Promotion") is open to any eligible for-profit small business ("SB") that i) has its principal place of business located in one of the eligible Zip Codes, as noted at the bottom of Section 1 (the "Area"); ii) has annual revenue that does not exceed ten million dollars (\$10,000,000); iii) conducts primary business functions that do not fall within an *excluded category*, as noted in the link located at the bottom of Section 1; and iv) has a principal owner who is a permanent legal resident of the states of Connecticut, New Jersey, or New York and is 18 years of age or older as of the date of entry.

Further, employees, officers, directors, agents and representatives of New York Jets LLC ("Sponsor"), National Football League, its Member Professional Football Clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, members, agents, representatives and employees (collectively, the "NFL Entities"), M&T Bank Corporation ("M&T Bank"), and each of their respective parents, affiliates, subsidiaries, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win. Void outside of the Area and where prohibited by law. All applicable federal, state and local laws apply.

To be entered into this Promotion, the principal owner of an SB ("Entrant" or, if in the plural, "Entrants") must first complete a registration form, including all of the relevant and related material (all as further described in Section 3, below).

Eligible Zip Codes can be found here:

<http://prod.static.jets.clubs.nfl.com/assets/docs/050118-small-business-showcase-zip-codes.pdf>

Excluded Categories can be found here:

<http://prod.static.jets.clubs.nfl.com/assets/docs/050118-small-business-showcase-excluded-categories.pdf>

2) Promotion Period:

The Promotion will occur in two (2) phases, as described below, and includes a Submission Period and a Presentation Period. At the end of the Submission Period, the five (5) Finalists with the highest score, based on the judging procedure and criteria outlined below in

Section 5(A), will advance to the “Presentation Period” phase of the Promotion. At the end of the Presentation Period, the one (1) Finalist with the highest score, based on the judging criteria as described below (in Section 5(C)) will be declared the Grand Prize winner (as described below) and the remaining four (4) Finalists will be declared Runner Up winners (also as described below).

Phase 1 Submission Period: The Promotion begins at 12:00:01 PM Eastern Time (“ET”) on May 2, 2019 and all Entries, defined in Section 3, below, must be received from Entrants on or before 11:59:59 PM ET on June 7, 2019 (the “Submission Period”). Sponsor’s servers will serve as the official Promotion time clock for this Promotion.

Phase 2 Presentation Period: The Presentation Period will take place on or about July 22, 2019 (the “Presentation Period”); the exact date of the Pitches (as described/defined in Section 5(C), below) will be determined by Sponsor in its sole discretion.

3) How to Enter the Promotion:

During the Submission Period, Entrants will be prompted to visit nyjets.com/small-business and follow the instructions provided to complete and submit the registration form on behalf of his or her respective SB, which completion/submission will require, among other things, “essay” answers to the following five (5) questions, each not to exceed two thousand characters in length (hereafter, “Entry” or, if in the plural, “Entries”):

1. M&T Bank prides itself on “Understanding What’s Important.” In your own words, describe what your business understands to be important and/or provide your business’s mission statement.
2. How does your business directly contribute to the community in which it operates?
3. How could your business benefit from winning a sponsorship with the New York Jets?
4. If selected as the winner of this Promotion, how would your business’s community efforts continue and improve?
5. What product or service would your business be advertising in a marketing campaign if selected as the Grand Prize winner of this Promotion?

Limit one (1) Entry per Entrant and per SB throughout the Promotion Period. Entrant may only use one (1) email address to participate in the Promotion.

Message and data rates may apply if Entrant chooses to enter using his/her mobile device.

Incomplete Entries and/or Entries containing inaccurate Entrant information will be disqualified at Sponsor’s sole discretion. All Entries must be received by 11:59:59 PM ET on June 7, 2019 to be eligible. The use of script, macro or any other device to automate or subvert the entry process is prohibited and all such Entries and Entries made by any other means and/or which subvert the entry process will be void. Other than as otherwise specified herein, neither Sponsor, nor anyone acting on its behalf, will enter into any communications with any Entrant regarding this Promotion

or acknowledge any Entry (or portion thereof) received. Any Entry not meeting all Entry requirements stated herein will be void.

4) Entry Requirements:

By submitting an Entry, Entrant, on behalf of himself/herself and on behalf of his/her SB, agrees that (i) the Entry does not violate any law or regulation or any right of any third party, including those laws, regulations, and rights related to copyrights, trademarks, publicity, or privacy, (ii) he/she has the right to grant the rights to his/her Entry as provided in these Official Rules, (iii) the Entry has not been otherwise published or submitted in any other competition; (iv) the Entry is his/her original work; (v) the Entry has not won previous awards; (vi) he/she does not include, in the Entry, personally identifiable information regarding any person other than himself/herself; and (vii) publication of the Entry via various media including social posting will not infringe on the rights of any third party. Entries cannot defame or invade intellectual property rights of any person, living or deceased, or otherwise infringe upon any copyrighted, trademarked, or patented works or any person's personal or proprietary rights.

No Entry may contain any content that, as determined by Sponsor in its sole discretion, is sexually explicit or suggestive, violent or derogatory, profane or pornographic; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; defames, misrepresents or contains disparaging remarks about other people or companies; contains trademarks, logos, or trade dress owned by others; contains any personal identification (other than as provided on the registration form); contains materials embodying the names, likenesses, or other indicia identifying any person other than himself/herself and/or individuals who have given permission to be featured in the Entry, including, without limitation, celebrities and/or other public or private figures, living or dead; communicates messages inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or violates any law. Entries deemed by the Sponsor and/or the judges, in their sole discretion, to be immoral, obscene, profane or not in keeping with Sponsor's image or in violation of these Official Rules will be void. In the event of non-compliance with any requirements specified herein or with any of the terms of these Official Rules, Entry will be void. Once submitted, an Entry cannot be deleted, canceled, or modified except by Sponsor.

By submitting an Entry, each Entrant, on behalf of himself/herself and on behalf of his/her SB, agrees Sponsor shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry, and all elements of such Entry, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to Entrant or any third party. Entrant, on behalf of himself/herself and on behalf of his/her SB, further agrees that submission of an Entry is gratuitous and made without restriction and will not place Sponsor under any obligation and that Sponsor is free to discuss or otherwise disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to him/her and/or his/her respective SB. Entrant acknowledges that, by acceptance of his/her Entry, Sponsor does not waive any rights to use similar or related ideas previously

known to Sponsor, or developed by its employees, or obtained from sources other than him/her. Sponsor reserves the right to screen Entries, but may post Entries without editing or other prior review. Entrant, on behalf of himself/herself and on behalf of his/her SB, acknowledges that Sponsor has no obligation to use or post any Entry that he/she submits.

By submitting an Entry, Entrant hereby grants the Released Parties, without any limitation of any other rights granted herein, permission for the Entry to be posted on newyorkjets.com, onsite at the MetLife Stadium, and/or other websites or social media channels as determined by Sponsor. Entrant agrees that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting of any Entry and may remove a posted Entry at any time.

By submitting an Entry, Entrant, on behalf of himself/herself and on behalf of his/her SB, acknowledges and agrees that Sponsor may obtain many Entries in connection with this Promotion and/or other Promotions staged and/or promoted by the Sponsor, and that such Entries may be similar or identical in theme, idea, style, look, format or other respects to other Entries submitted in connection with this Promotion and/or other Promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant, on behalf of himself/herself and on behalf of his/her SB, waives any and all claims Entrant may have had, may have, and/or may have in the future, that any Entry in this Promotion may be similar to his/her Entry, or that any compensation is due to Entrant in connection with such Entry or other works used by Sponsor.

5) Determination of Potential Finalists:

A) Judging Procedure and Criteria:

All eligible Entries received during the Submission Period will be judged (as described below, by a number of judges) on the following criteria by Sponsor and its designees:

1. Completion of Application: 0-25 points;
2. Depth of Community Involvement: 0-25 points;
3. Worthiness of Business: 0-25 points; and
4. Brand, Business & Sponsorship Category “fit” to partner with the New York Jets: 0-25 points.

At the end of the Submission Period, the five (5) Entries with the highest scores, as determined by the judges, in their sole discretion, will be deemed the “Potential Finalists” and will advance to the Presentation Period, subject to verification of eligibility and compliance with these Official Rules (see Section 5(B), below). Sponsor reserves the right to select fewer than five (5) Potential Finalists if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

In the event of a tie, the tied Entries will be re-judged by a new judge, as determined by Sponsor in its sole discretion. If there is still a tie, Sponsor will bring in a tie breaking judge to apply the same judging criteria to break the tie and determine the Potential Finalists.

By participating, each Entrant, on behalf of himself/herself and on behalf of his/her SB, agrees to abide by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters relating to this Promotion.

B) Notification of Potential Finalists:

The identity of the Potential Finalists (which will be the respective SBs, not the respective Entrants) will be determined within approximately twelve (12) business days following the end of the Submission Period and the Potential Finalists will be notified by telephone and/or email. The respective Entrant for each of the Potential Finalists will be required, on behalf of himself/herself and on behalf of his/her SB, to execute and return an Affidavit of Eligibility, Liability and (where legal) Publicity Release and any other documents (including, without limitation, any documents necessary for the Sponsor to verify that the respective SBs meet the revenue criteria described above) required by Sponsor within forty-eight (48) hours of date of issuance of notification.

Potential Finalists and the related Entrants will be required to submit to a confidential background check and any other applicable security clearances to confirm eligibility and to ensure that advancement to the Presentation Period will not pose a security threat or bring Sponsor or Released Parties into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor or the Released Parties as determined by Sponsor in its sole discretion (and Entrants understand that the evaluation of the results of such background check may result in disqualification). Noncompliance with any of the foregoing, failure to respond within the designated timeframe, the inability to contact a Potential Finalist within a reasonable time period, or any notification being returned as undeliverable may result in disqualification and, at Sponsor's discretion and time permitting, an alternate being chosen. Finalist status is subject to verification of eligibility and compliance with these Official Rules. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in a Potential Finalist's email account to receive email messages.

C) Presentation Period:

Upon verification of eligibility and compliance with these Official Rules, each Potential Finalist will then be deemed to be a "Finalist" and will have the opportunity to present his or her Entry at a "pitch" presentation ("Pitch") before a panel ("Panel"), which Panel will judge each Pitch. Each invitation to Pitch will be contingent upon Sponsor's sole discretion. It is expected that all Pitch presentations will occur on or about July 22, 2019; the exact date of the Pitches will be determined by Sponsor at its sole discretion. Pitch presentations will take place at the Atlantic Health Jets Training Center in Florham Park, New Jersey and all Pitch details, including, without limitation, the time and duration of the Pitches, will be determined by Sponsor in its sole discretion.

The Panel will be made up of six (6) judges determined by Sponsor, with representation from Sponsor and M&T Bank, in Sponsor's sole discretion, and the Panel will judge each Pitch individually based on the judging criteria developed and implemented by Sponsor, in its sole discretion. Finalists, and their respective owner and employees (including, without limitation, each respective Entrant) are prohibited from inducing the Panel, and/or its individual members,

by fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements and/or using any websites or online forums designed to induce the Panel to judge their Pitch higher or differently than the other Pitches, as defined by Sponsor, in its sole discretion. At the end of the Presentation Period, the one (1) Finalist with the highest score, based on the judging criteria to be developed and implemented by Sponsor, in its sole discretion, will be declared the Grand Prize winner and the remaining four (4) Finalists will be declared Runner-Up winners.

Finalists will be responsible for any/all transportation, lodging if applicable, and parking in connection with their respective Pitch. Finalists and the respective Entrants agree to comply with all venue rules and regulations and, in accordance therewith, agree not to act in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person during the Presentation Period, including (without limitation) during the Pitches. Failure to comply may result in forfeiture of their Pitch and their Entry and removal from the venue. Finalist(s) will be escorted out of venue by Sponsor or one of its designated agent(s) for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful possession, use, or distribution of illicit drugs, unlawful drug paraphernalia, and alcohol), as Sponsor determines, in its sole discretion, and will forfeit their Pitch and their Entry and Finalist position in the Promotion. Attendance and participation during the Presentation Period (including, without limitation, in the context of any Pitch) will not guarantee such Entrant as the Grand Prize winner. If, for any reason whatsoever, Finalist(s) are unable to participate in the Pitch after all Pitch-related arrangements have been made, said Finalist(s) will forfeit their Finalist position, Released Parties shall have no further obligation to said Finalist(s) and, at the Sponsor's sole discretion, no alternate will be selected.

6) Prizes:

The one (1) Grand Prize will consist of an opportunity for the Winning Entrant's SB to receive a Sponsorship (as described/defined below) from the New York Jets during the 2019 regular football season and ten (10) Coaches Club tickets to mutually agreed upon Jets home games during the 2019 season. The Sponsorship includes: (i) one (1) minute of full-stadium IPTV L-Wrap for each of ten (10) home Jets games during the 2019 season, (ii) Run-of-Gameday pylon signage for each of ten (10) home Jets games during the 2019 season, (iii) one (1) in-game thirty second (:30) radio spot for each of twenty (20) Jets Gameday broadcasts, and (iv) one (1) on-site Gameday activation at a mutually agreed upon Jets home game during the 2019 season. The Approximate Retail Value ("ARV") of the Grand Prize equals \$100,000.

The four (4) Runner-Up Prizes will include two (2) tickets for the respective Entrant and one (1) guest to attend a 2019 regular season New York Jets Game at MetLife Stadium and one (1) Parking Pass. The ARV of each Runner-Up Prize equals \$280.

All Prizes will be awarded to the winning SB. The winners and their respective guests will be responsible for any/all transportation to/from the designated game. All Prize details, including, but not limited to, exact seat and parking location are at Sponsor's sole discretion. Exact marketing assets, as well as overall execution, of the Sponsorship is subject to change based on Winning

Entrant's ability to deliver proper materials for execution in a timely manner. The Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. In the event the designated game is postponed and rescheduled, the game component of the Prize will be rescheduled around the date of the rescheduled game. In the event the game is postponed and not rescheduled or otherwise cancelled, tickets to an alternate regular season home football game will be awarded and Sponsor will have no further obligation to the winner. Tickets and/or passes are subject to terms and conditions specified thereon. Winners and their respective guests agree to comply with all game and venue rules and regulations and, in accordance therewith, agree not to act in an unsportsmanlike or disruptive manner, or with any intent to annoy, abuse, threaten or harass any other person at the designated game. Failure to comply may result in forfeiture of such portion of the Prize and removal from game. Winners and their respective guests will be escorted out of venue by Sponsor or its designated agent(s) for improper conduct and/or violation of federal, state or local laws (including, but not limited to, the unlawful possession, use, or distribution of illicit drugs, unlawful drug paraphernalia, and alcohol), as Sponsor determines in its sole discretion, and will forfeit the balance of his/her Prize. Unused tickets and/or passes cannot be refunded, exchanged or applied towards tickets and/or passes for any subsequent event. Other than the details of the Prizes outlined above, Released Parties have no additional obligations or commitments to any winner or his/her guests in connection with this Promotion. **All costs and expenses associated with the acceptance and use of a Prize not specified herein as being awarded, including, but not limited to, all federal, state and local taxes, any/all transportation to/from the designated game, additional parking passes or fees, meals, beverages, souvenirs and gratuities are each winner's sole responsibility.**

The total ARV of all Prizes is \$101,120.

7) Miscellaneous:

Released Parties are not responsible for (i) lost, incomplete, invalid, unintelligible, inaccurate, undeliverable, garbled, late, stolen, delayed, damaged or misdirected Entries or essays, all of which will be disqualified; (ii) failures or malfunctions of phones, phone lines or telephone systems or other communications or malfunctions; (iii) interrupted or unavailable network, server or other connections, cable, satellite, Internet Service Provider (ISP) or other connections; (iv) miscommunications, failed computer hardware or software or other technical failures; (v) garbled, lost, misrouted or scrambled transmissions; (vi) any error, omission, interruption, defect or delay in any transmission or communication; (vii) traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Entrants'/respective SB's or any other person's computer or other device related to or resulting from participation in the Promotion; (viii) theft, destruction or unauthorized access to, or alteration of, Entries or essays; (ix) human-processing error; (x) printing, typographical or other errors or omissions in these Official Rules or in any Promotion-related advertisements or other materials; (xi) other errors or problems of any kind whether mechanical, human, technical, network, electronic; or (xii) errors which may occur in connection with the administration of the Promotion, the incorrect uploading or submitting of Entries or essays, the processing or judging of Entries or essays, the awarding or announcement of the Finalists or Prize winners, or in any other Promotion-related materials. Sponsor reserves the right to void and remove any and all Entries of an Entrant who Sponsor

believes has attempted to tamper with, influence, or impair the administration, security, fairness, judging or proper play of Promotion, and such Entrant will be disqualified and all associated Entries will be void.

All Entries become the sole property of the Sponsor and will not be returned. No transfer, assignment, cash redemption, or substitution of a Prize (or portion thereof) is permitted except by Sponsor, who reserves the right to substitute a Prize (or applicable portion thereof) with one of comparable or greater value, at its sole discretion and except as otherwise provided herein. By participating, each Entrant, on behalf of himself/herself and on behalf of his/her SB, agrees to be bound by these Official Rules and agrees that: (i) Sponsor and its designees may use (unless prohibited by law) each Entrant's name, city and state of residence, Entry, essay, any oral or written statements, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification, (ii) Sponsor reserves the right to conduct a background check, and entry in the Promotion constitutes Entrant's, and each respective SB's, consent for Sponsor to conduct such background checks, provided that, to the extent additional authorization is necessary under law, Entrants shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any Entrant/respective SB based on the results of the background check or failure of the Entrant to properly authorize such check, and (iii) the Released Parties shall have no liability or responsibility for any claim arising in connection with participation in this Promotion or any prize awarded. and will be held harmless by Entrant/respective SB for any claim, action, liability, loss, injury or damage to Entrant/respective SB or any other person or entity, including, without limitation, personal injury or death to Entrant/respective SB or any other person or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of a Prize and any activity, travel or travel-related activity thereto or participation in this Promotion. Sponsor reserves the right, in its sole discretion, to modify, suspend, and/or terminate this Promotion (or portion thereof) for any reason, including should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Promotion or for any other reason and, in the case of termination, at its discretion, select the winner from all eligible non-suspect Entries received prior to the event that required such termination using the judging criteria specified above. **CAUTION:** Any attempt to deliberately damage the website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek any and all remedies available from any such person(s) responsible for the attempt to the fullest extent permitted by law.

8) Arbitration:

Except where prohibited by law, as a condition of participating in this Promotion, Entrants/respective SBs agree that (1) any and all disputes and causes of action arising out of or connected with this Promotion, or Prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant/respective SB; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration

award may be entered in any court having jurisdiction. Under no circumstances will Entrant/respective SB be permitted to obtain awards for, and each hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion), and they further waive all rights to have damages multiplied or increased.

9) Choice of Law:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants/respective SBs and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA.

10) Privacy:

Personally identifiable information that is submitted as part of this Promotion will be used to administer the Promotion, select the winners and fulfill the awarding of the Prizes, and will be treated in accordance with Sponsor's privacy policy, which is accessible at <https://www.newyorkjets.com/faqs/privacy-policy>.

11) Winner's List:

For the names of the winners (available after August 30, 2019), send a self-addressed, stamped envelope to be received by August 30, 2019 to: New York Jets Small Business Showcase Winners, c/o New York Jets, 1 Jets Drive, Florham Park, NJ 07932.

12) Sponsor:

New York Jets LLC, 1 Jets Drive, Florham Park, NJ 07932.

The NFL Entities have not offered or sponsored this Contest in any way.