## The 2023 EverBank Take the Field Sweepstakes Promotion Official Rules

## NO PURCHASE, PAYMENT OF ANY KIND, BUSINESS RELATIONSHIP, OR REQUESTS FOR INFORMATION REQUIRED TO ENTER OR WIN. A PURCHASE, PAYMENT OF ANY KIND, BUSINESS RELATIONSHIP, OR REQUEST FOR INFORMATION WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT WON YET.

These Official Rules apply to the 2023 EverBank Take the Field Sweepstakes Promotion (the "Promotion").

**1. Participating in the Promotion:** This Promotion consists of seven (7) separate Sweepstakes (each a "Sweepstakes"). To enter a Sweepstakes, an entrant must follow the instructions described below in "How to Enter." Each of the 7 Sweepstakes are identical except for the Entry Period, Drawing Date and Prize Details, as described below.

## 2. Eligibility:

(A) <u>Basic Requirements</u>: The Promotion is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years or older at the time of entry. Employees of EverBank, National Association ("EverBank"), Jacksonville Jaguars, LLC (the "Jaguars"), the NFL Entities (as defined herein), SMG, or any of their respective affiliates, subsidiaries, parent companies, assignees, successors-in-interest, suppliers, and advertising, public relations, accounting, or legal firms, and immediate family members and individuals living in the same household of such employees, are not eligible to enter any of the Sweepstakes. For purposes of these eligibility rules, "immediate family member" means a spouse, children, parents, parents of spouse, siblings, or spouse's siblings.

(B) <u>Additional Eligibility Requirements</u>: Prior to being eligible to receive any prize, an entrant who is selected as a potential winner of a Sweepstakes must provide EverBank with any information or certifications needed by EverBank, in its sole judgment. A person selected as a potential winner of a Sweepstakes must be able to attend the Jacksonville Jaguars home game that is part of the applicable prize package, including the ability to travel, if necessary, as described in the "Prizes" section below, as well as comply with all NFL requirements and protocols for game entry and/or sideline access, which may include proof of vaccination for the COVID-19.

Without limiting the foregoing, a person who is selected as a potential winner of a Sweepstakes (or a parental/legal guardian if a potential winner is a minor in his/her state of residence) may be required to review and/or sign (1) a copy of these Official Rules; (2) a spectator agreement; (3) a Declaration of Compliance, Liability and Publicity Release; and (3) any other document that EverBank determines is required, necessary or appropriate, in its sole judgment, to confirm a potential winner's eligibility and for tax reporting or other purposes. If a potential winner is asked to complete and sign any documentation, it must be signed, returned, and received by EverBank within two (2) days of the date notice or attempted notice is sent.

By entering a Sweepstakes, each entrant fully and unconditionally agrees to be bound by these Official Rules and EverBank's decisions, which are final and binding in all matters related to the Promotion and acknowledges that federal, state and local public officials may be subject to ethics laws, rules or polices that restrict receipt of any prize. Each entrant further acknowledges that EverBank makes no warranty or guarantee that receiving a prize is allowed pursuant to such laws, rules or polices if applicable to entrant or prize winner. Being eligible to participate in a Sweepstakes and/or to receive a prize is contingent upon compliance with these Official Rules and fulfilling all requirements set forth herein.

The Promotion is subject to all applicable federal, state, territorial, municipal, and local laws and regulations. Each Sweepstakes is void where prohibited.

3. Sponsor and Administrator: EverBank, 301 West Bay Street, Jacksonville, Florida 32202.

**4.** Sweepstakes Entry Periods, Drawing Dates and Applicable Game Dates: Sweepstakes Entry Periods (each an "Entry Period"), approximate Drawing Dates, and the date of the applicable game for each of the 7 Sweepstakes are described below. The first Entry Period for the first Sweepstakes begins on Tuesday, September 12, 2023 at 12:00 a.m. Eastern Time (ET) and the Entry Period for the last Sweepstakes ends on December 17, 2023 at 11:59 p.m. ET (the "Promotion Period"). Entries into each Sweepstakes will be accepted only during that applicable Entry Period, and entries from preceding Sweepstakes do not rollover. All times are Eastern Time zone. EverBank's computer is the official time-keeping device for this Sweepstakes.

Sweepstakes Number	Entry Period		Approximate	Date of
	Entry Start Date at 12:00 a.m. ET	Entry End Date at 11:59 p.m. ET	Drawing Date at 9:00 a.m. ET	Applicable Game
1	September 12, 2023	September 14, 2023	September 15, 2023	Sept 24, 2023 (Texans)
2	September 15, 2023	October 1, 2023	October 2, 2023	Oct 15, 2023 (Colts)
3	October 2, 2023	October 22, 2023	October 23, 2023	Nov 12, 2023 (49ers)
4	October 23, 2023	November 5, 2023	November 6, 2023	Nov 19, 2023 (Titans)
5	November 6, 2023	November 19, 2023	November 20, 2023	Dec 4, 2023 (Bengals)
6	November 20, 2023	December 3, 2023	December 4, 2023	Dec 17, 2023 (Ravens)
7	December 4, 2023	December 17, 2023	December 18, 2023	Dec 31, 2023 (Panthers)

## 5. How to Enter:

(A) <u>Basic Requirements</u>: To enter a Sweepstakes, an entrant may visit, during the applicable Entry Period, everbank.com/takethefield (the "Promotion Homepage") and submit a completed registration form, including a valid email address, as described on the Promotion Homepage. Each entrant who successfully submits a completed registration form will automatically receive one (1) entry into the Sweepstakes for that Entry Period.

(B) Limits: Subject to the "Bonus Sweepstakes Entries" section below, each person meeting the above eligibility requirements may submit an entry form and thereby receive one (1) entry into the Sweepstakes only one (1) time per day during the Sweepstakes Period, regardless of the method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. EverBank is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email

address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

(C) <u>Bonus Sweepstakes Entries</u>: An entrant may also receive bonus Sweepstakes entries by meeting the conditions described in the two (2) methods below.

- **a.** Facebook Share Method: After successfully submitting a completed registration form on the Promotion Homepage, each entrant will be invited to click on the "Facebook" button to share on Facebook a unique registration link and message about the Sweepstakes. In addition to the one-registration per person, per day limitation described in Section 5(B) above, an entrant will receive (1) bonus entry into the Sweepstakes for each successfully submitted completed registration form, including a valid e-mail address, that results from clicking on the unique registration link on Facebook.
- **b.** Post via Twitter / X Method: After successfully submitting a completed registration form on the Promotion Homepage, each entrant will be invited to click on the "Twitter" button to post a unique registration link and message about the Sweepstakes. In addition to the one-registration per person, per day limitation described in Section 5(B) above, an entrant will receive (1) bonus entry into the Sweepstakes for each successfully submitted completed registration form, including a valid e-mail address, that results from clicking on the unique registration link on Twitter.

6. Sweepstakes Drawing Dates - Selection of Potential Winners: EverBank will randomly select one (1) potential winner for each Sweepstakes by means of a random, computer-generated drawing from all eligible entries received for that specific Sweepstakes during the applicable Entry Period. Each drawing for each Sweepstakes will take place on or around the date indicated in the chart above in "Sweepstakes Entry Periods, Drawing Dates, and Applicable Game Dates." Non-winning entries from one Sweepstakes DO NOT carry over into subsequent Sweepstakes. The potential winner of each Sweepstakes will be notified by email or phone after the date of the random drawing, using the information provided to EverBank by such person when entering the Sweepstakes and must respond to EverBank within 48 hours. If a potential winner doesn't respond to EverBank within 48 hours of receiving notice that they have won, or if the potential winner for that Sweepstakes may be selected in the same manner as the first potential winner was selected, in EverBank's sole and absolute discretion. If necessary, at least one (1) alternate drawing will be held, after which, in EverBank's sole and absolute discretion, the prize may remain unawarded.

EverBank's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes.

7. Verification of Potential Winners: Following the drawing, or drawings (if necessary) for each Sweepstakes, as described above, there will be one (1) winner who will be eligible to receive the prize. Each potential winner is subject to final verification of eligibility by EverBank, whose decision is final and binding in all matters related to the Promotion. <u>An entrant is not a winner of a Sweepstakes or any of the prizes, even if a drawing and the preliminary oral verification should so indicate, unless and until the potential winner's eligibility has been verified, the potential winner has completed all necessary forms and documents, and the potential winner has been notified that verification is complete.</u>

Without limiting the foregoing, at any time, if (i) EverBank determines that a person whose name was drawn in a Sweepstakes is not eligible to participate in the Promotion, or (ii) a person whose name was drawn refuses to accept the selection as the winner, or (iii) a person whose name was drawn cannot or does not complete the eligibility requirements described in "Eligibility" above, or (iv) a person cannot be

located or contacted using the information provided by the person on that person's entry form, then that person will be ineligible to win a Sweepstakes. In the event that a potential winner is disqualified or ineligible for any reason, EverBank may award the prize to an alternate winner as described above in "Sweepstakes Drawing Dates - Selection of Potential Sweepstakes Winner."

Sweepstakes Number	Prize	Approximate Retail Value ("ARV")
1	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Texans game on September 24, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
2	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Colts game on October 15, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
3	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. 49ers game on November 12, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
4	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Titans game on November 29, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
5	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Bengals game on December 4, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
6	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Ravens game on December 17, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525
7	Two (2) club level tickets and two (2) pre-game sideline passes to the Jaguars vs. Panthers game on December 31, 2023 at EverBank Stadium plus the Travel Package described below	\$3,525

8. Prizes: One (1) prize will be awarded for each Sweepstakes as outlined in the chart below.

Travel Package includes:

- Round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by EverBank in its sole discretion) to Jacksonville, FL., flying in the day before and out on the day after the applicable game.
- If, in the judgment of EverBank, air travel is not required due to the winner's proximity to prize location, ground transportation and/or other accommodations may be substituted for round trip air travel at EverBank's sole discretion.
- Two (2) nights' accommodations at a hotel determined by EverBank in its sole discretion (single room, double occupancy). Hotel stay will be for the night immediately before and the night of the applicable game;
- Ground transportation to/from hotel and airport, and to/from hotel and EverBank Field on gameday, if applicable. Mode of transportation to and from destinations is at the sole discretion of EverBank.

The exact ticket locations shall be determined by Jaguars in its sole discretion. Each winner and its guest must be escorted by an authorized Jaguars representative when using the pregame sideline passes. Neither Sponsor nor Jaguars will replace any lost, mutilated, or stolen tickets. Neither Sponsor nor Jaguars is

responsible if any of the above-referenced games are delayed, postponed or cancelled for any reason and the applicable winner will not be reimbursed for tickets or the passes. Tickets and passes may be subject to standard rain-check and cancellation policies and procedures. By accepting a prize that includes game tickets, each winner agrees to abide by any ticketback terms, conditions and restrictions, any use restrictions applicable to the passes and all applicable EverBank Field stadium and NFL rules and regulations. Neither Jaguars nor Sponsor is responsible if Winner does not use the tickets or passes on the day of the Game.

Odds of winning any of the Sweepstakes prizes depend on the number of eligible entries received for that particular Sweepstakes during the Entry Period. Because the Entry Period is longer for some Sweepstakes than for others, it is likely that more people will enter those Sweepstakes than others, which would reduce the odds of winning a Sweepstakes with a longer Entry Period. One prize will be awarded to one winner for each Sweepstakes.

Travel and accommodation terms. It is in EverBank's sole discretion if a potential winner is eligible for airfare based on their proximity to EverBank Stadium. If eligible, winner must travel on the day immediately before the applicable game and return on the day immediately after the applicable game or prize will be forfeited. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. EverBank will determine the transportation carrier and itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any travel arrangements. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by EverBank's transportation carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, additional ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. The winner's travel companion must be eighteen (18) years of age or older as of the date of departure, unless the companion is a child of the winner or is a sibling or friend of the winner with the appropriate parental permissions and releases in EverBank's sole discretion. The winner and the winner's companion must travel on the same itinerary and at the same time. Winner's travel companion must execute liability/publicity releases prior to issuance of travel documents. EverBank will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Travel restrictions, conditions and limitations may apply.

**COVID-19 Disclaimer.** Neither the Jaguars nor EverBank is responsible for any cancellations or delays to travel plans and/or game dates that are in any way related to COVID-19. In the event of a COVID-19-related cancellation or delay, the entire Prize may be forfeited or cancelled, and no substitution will be provided except as in EverBank's sole discretion.

**For All Prizes**: All prizes are non-transferable and no substitution will be made except as provided herein or in EverBank's sole discretion. EverBank reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes will be awarded and/or delivered only to addresses within the United States. Winner will receive an IRS Form 1099 from EverBank for the approximate retail value of the prize for the calendar year won. There is no cash alternative to a prize.

The ARV for each Sweepstakes is \$3,525, as noted in the chart above. Actual value may vary depending on airfare fluctuations, substitute ground transportation, and other travel needs. Winners will not receive the differences between actual and approximate retail value.

Total ARV for all prizes in this Promotion: \$24,675.

**9.** Additional Agreements/Waivers: By entering into a Sweepstakes, each entrant agrees (a) to be bound by these Official Rules and to interpretation of these rules by EverBank and (b) to release, hold harmless, and indemnify EverBank, the Jaguars, the NFL Entities, SMG, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and successors and assigns, and each such company's officers, directors, employees, representatives, managers, members and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising in whole or in part, directly or indirectly, out of participation in a Sweepstakes or related activity, or receipt or use or misuse of any prize. The prize winner will bear all risk of loss or damage to such winner's prize after the prize has been delivered.

**10. Publicity**: Except as prohibited by law, participation in a Sweepstakes constitutes each entrant's consent to EverBank's and the Jaguars' and their respective affiliates' and agents' use and publication, without further compensation, the winner's name, photograph, likeness, voice, opinions, biographical information, and details of winning for advertising, promotional, or regulatory purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** EverBank reserves the right to cancel, suspend and/or modify a Sweepstakes or any part of it, if any fraud, technical failures, or human error impairs the integrity or proper functioning of a Sweepstakes, as determined by EverBank in its sole and absolute discretion. In such event, EverBank and the Jaguars reserve the right to select the potential winner from among the eligible entries received up to the time of the impairment. EverBank reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of a Sweepstakes or to be acting in violation of the Official Rules of a Sweepstakes or any other promotion or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of a Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, EverBank reserves the right to seek damages from any such person to the fullest extent permitted by law. EverBank's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in a Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or a Sweepstakes; (4) technical or human error which may occur in the administration of a Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in a Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry into a Sweepstakes, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, EverBank reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with a Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by courts of the State of Florida located in Duval County, Florida or the United States District Court for the Middle District of Florida located in Duval County, Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering a Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant

hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and EverBank in connection with a Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**14. Entrant's Personal Information:** Information collected from entrants is subject to EverBank's Privacy Policy (<u>https://www.everbank.com/legal/privacy</u>).

**15.** Winner List: For a winner list, send a self-addressed, stamped envelope to EverBank at 301 West Bay Street, Jacksonville, Florida 32202, Attn: Marketing Dept. All requests must be made by January 10, 2024.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter.

THE NFL ENTITIES WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE SWEEPSTAKES OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS SWEEPSTAKES 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 (INCLUDING THE 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.

© 2023 EverBank, N.A.