The EverBank Draft Day Experience Sweepstakes 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 EverBank Draft Day Experience Sweepstakes (the "Sweepstakes").

1. Eligibility:

(A) <u>Basic Requirements</u>: The Sweepstakes 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), 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 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) Additional Eligibility Requirements: A person selected as the potential winner of the Sweepstakes must be able to attend the NFL Draft in Detroit, Michigan on April 25, 2024, including the ability to travel, if necessary, as described in the "Prize" section below, as well as comply with all travel and NFL requirements and protocols, which are subject to change at anytime.

The person selected as the potential winner of the Sweepstakes **must** provide EverBank with any information or certifications needed by EverBank, in its judgment, including those that may be necessary or appropriate to confirm the winner's eligibility and for tax reporting or other purposes. Without limiting the foregoing, a person who is selected as the potential winner of the Sweepstakes (or a parental/legal guardian if the potential winner is a minor in his/her state of residence) may also 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. If the 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 the 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 Sweepstakes 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 Sweepstakes is subject to all applicable federal, state, territorial, municipal, and local laws and regulations. The Sweepstakes is void where prohibited.

- 2. Sponsor and Administrator: EverBank, 301 West Bay Street, Jacksonville, Florida 32202.
- **3.** Sweepstakes Period: The Sweepstakes begins on March 20, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on April 12, 2024 at 11:59 p.m. ET (the "Sweepstakes Period"). EverBank's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter:

- (A) <u>Basic Requirements</u>: To enter the Sweepstakes, an entrant must visit, during the Sweepstakes Period, the Sweepstakes Homepage: www.everbank.com/draft (the "Sweepstakes Homepage"). The entrant must fully complete the registration form, including a valid email address, and submit the registration form as described on the Sweepstakes Homepage.
- (B) <u>Limits</u>: 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 Sweepstakes 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 completed and successfully submitted registration form, including a valid e-mail address, that results from clicking on the entrant's unique registration link on Facebook.
 - **b.** Post via Twitter / X Method: After successfully submitting a completed registration form on the Sweepstakes 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 completed and successfully submitted registration form, including a valid e-mail address, that results from clicking on the entrant's unique registration link on Twitter.
- **5. Selection of Potential Winner:** On or around April 15, 2024, EverBank will randomly select one (1) potential winner by means of a random, computer-generated drawing from all eligible entries received during the Sweepstakes Period. The potential winner of the 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 the potential winner doesn't respond to EverBank within 48 hours of receiving notice that they have won, or if the potential winner is disqualified for any reason, including failing to satisfy the conditions described in the "Eligibility" section

above, an alternate potential winner will be selected by random drawing from all remaining eligible entries in the same manner as the first potential winner was selected. If necessary, at least one (1) alternate drawing will be held, after which, in EverBank's sole and absolute discretion, the prize may remain un-awarded.

EverBank's decisions are final and binding in all matters related to the selection of the potential winner.

6. Verification of Potential Winners: Following the drawing, or drawings (if necessary), as described above, there will be one (1) winner who will be eligible to receive the Prize. The potential winner is subject to final verification of eligibility by EverBank, whose decision is final and binding in all matters related to eligibility. An entrant is not a winner of the Sweepstakes or of any prize, 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.

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

7. Sweepstakes Prize: A trip for two (2) to Detroit, Michigan to attend the 2024 NFL Draft.

Trip 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 Detroit, Michigan;
- Three (3) nights' accommodations at a hotel determined by EverBank in its sole discretion (single room, double occupancy);
- Ground transportation to and from airport and hotel and to and from hotel to the 2024 NFL Draft venue; and
- Two (2) tickets to the 2024 NFL Draft on April 25, 2024.

The Approximate Retail Value ("ARV") of the Sweepstakes Prize is \$10,000. Actual value may vary based on airfare fluctuations, substitute ground transportation, and other travel needs. Winner will not receive difference between actual and approximate retail value. The odds of winning the Sweepstakes depend on the number of eligible entries received during the Sweepstakes Period. One (1) person will be selected for the Sweepstakes Prize, which is non-transferable. No substitutions will be made except as provided herein or in EverBank's sole discretion. There is no cash alternative to the Sweepstakes Prize. Winner is responsible for all taxes and fees associated with prize receipt and/or use and will receive an IRS Form 1099 form EverBank for the ARV of the Sweepstakes Prize for the calendar year won.

8. Additional Sweepstakes Prize Term and Conditions:

Travel and Accommodation terms: It is in EverBank's sole discretion if a potential winner is eligible for airfare based on their proximity to the 2024 NFL Draft venue. If eligible, winner and the winner's guest ("Companion Traveler") must travel on the dates determined by EverBank that surround the scheduled 2024 NFL Draft event on April 25, 2024 or the entire prize will be forfeited. Notwithstanding the foregoing, EverBank will make reasonable efforts to select travel dates acceptable to winner. Travel must be round trip and must be booked at least seven (7) days prior

to departure. Travel and accommodations are subject to availability and blackout dates.

If, in the judgment of EverBank, air travel is not required due to winner's proximity to prize location, alternate transportation to and from the hotel will be substituted for round trip air travel at EverBank's sole discretion. EverBank will determine the transportation carrier and travel 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 these Official Rules, 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, 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. Companion Traveler must be eighteen (18) years of age or older as of the date of departure, unless the Companion Traveler is a child of the winner or is a sibling or friend of the winner and has provided whatever parental permissions and releases that EverBank deems necessary and appropriate, in its sole discretion. The winner and the Companion Traveler must travel on the same itinerary and at the same time. If winner is a minor in his/her state of residence, Companion Traveler must be winner's parent/legal guardian. Companion traveler 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.

2024 NFL Draft Event terms: EverBank is not responsible if the 2024 NFL Draft event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in EverBank's sole discretion. Winner will not be reimbursed for NFL Draft tickets. Seating location and timing shall be determined in the sole discretion of EverBank and the NFL. Tickets may be subject to standard rain-check policies and procedures. By accepting the Sweepstakes Prize, winner agrees to abide by any terms, conditions, and restrictions provided by the ticket to the 2024 NFL Draft and all applicable rules and regulations set forth by the NFL and the venue for the 2024 NFL Draft event. EverBank is not responsible if winner and/or Companion Traveler do not use the ticket on the day of the 2024 NFL Draft.

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.

- 9. Additional Agreements/Waivers: By entering into the 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, the Social Media Entities, 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 the 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 the Sweepstakes constitutes each entrant's consent to EverBank's and its respective agents' use and publication of the winner's name, photograph, likeness, voice, opinions, hometown and state, and/or details of winning for 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 the Sweepstakes or any part of it, if any fraud, technical failures, or human error impairs the integrity or proper functioning of the Sweepstakes, as determined by EverBank in its sole and absolute discretion. In such event, EverBank reserves 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 the Sweepstakes or to be acting in violation of the Official Rules of the 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 the Sweepstakes. Any attempt by any person to deliberately undermine the legitimate operation of the 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 the 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 the Sweepstakes; (4) technical or human error which may occur in the administration of the 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 the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry into the 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 the 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 the 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 the 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 Notice (https://www.everbank.com/legal/privacy).
- **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 April 29, 2024.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook or X (formerly Twitter) (collectively, the "Social Media Entities").

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. © 2024 EverBank, N.A.