

## **The EverBank Draft Night Experience Official Rules**

**NO PURCHASE OR PAYMENT, BUSINESS RELATIONSHIP, OR REQUESTS FOR INFORMATION REQUIRED TO ENTER OR WIN. A PURCHASE OR PAYMENT, 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 Night Experience (the "Sweepstakes").

### **1. Eligibility:**

- (A) Basic Requirements: The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of EverBank, National Association ("EverBank"), Jacksonville Jaguars, LLC (the "Jaguars"), the NFL Entities (as defined herein), and each of their respective parent companies, successors-in-interest, assignees, affiliates, subsidiaries, suppliers, and advertising, public relations, accounting, or legal firms, as well as the immediate family members and individuals living in the same household of such persons are not eligible to enter the Sweepstakes. For purposes of these eligibility rules, "immediate family member" means a spouse, child, parent, parent of spouse, sibling, or spouse's sibling.
- (B) Additional Eligibility Requirements: The person selected as the potential winner of this Sweepstakes **must** be able to attend the 2025 NFL Draft at Lambeau Field and Tittletown campus in Green Bay, Wisconsin on April 24, 2025, 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 any time.

The person selected as the potential winner of this Sweepstakes **must** provide EverBank with any information or certifications EverBank deems necessary or appropriate, in its sole judgement, to confirm the winner's eligibility and for tax reporting or other purposes. Without limiting the foregoing, the person who is selected as the potential winner of this 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 sign (1) a copy of these Official Rules; (2) a Declaration of Compliance, Liability and Publicity Release; and (3) any other document, that EverBank determines is required, necessary or appropriate, in their judgment. If the potential winner (or a parental/legal guardian if the potential winner is a minor in his/her state of residence) is asked to provide any information related to proof of eligibility or to review and sign any documentation, such information or documentation must be provided to and received by EverBank within two (2) days of the request.

By entering the Sweepstakes or receiving the Prize, 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. Each entrant acknowledges that Federal, state, and local public officials may be subject to ethics laws, rules, or policies that restrict receipt of this Prize and that EverBank makes no warranty or guarantee that receiving a prize is allowed pursuant to such laws, rules, or policies if applicable to entrant or prize winner. Being eligible to participate in the Sweepstakes and/or to receive the 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, N.A., 301 West Bay Street, Jacksonville, FL 32202.

**3. Sweepstakes Period:** The Sweepstakes begins on March 3, 2025, at 12:00 a.m. Eastern Time ("ET") and ends on April 4, 2025, at 11:59 p.m. ET (the "Sweepstakes Period"). EverBank's computer is the official time-keeping device for the Sweepstakes.

#### **4. Entering the Sweepstakes:**

- (A) **Basic Requirements:** To enter the Sweepstakes, an entrant must visit, during the Sweepstakes Period, [www.everbank.com/draft](http://www.everbank.com/draft) (the "Sweepstakes Homepage"), fully complete the registration form, including a valid email address, and submit the registration form as described on the Sweepstakes Homepage.
- (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. 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) **Bonus Sweepstakes Entries:** An entrant may also receive bonus Sweepstakes entries by meeting the conditions described in the method below.
  - a. **Referral entry:** After submitting a completed registration form on the Sweepstakes Homepage, each entrant will be provided with a unique registration link to share. In addition to the one-registration per person, per day limitation described in Section 4(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.

**5. Selection of Potential Winner:** On or around April 14, 2025, EverBank will select by random drawing the potential Sweepstakes winner from all eligible entries received during the Sweepstakes Period. The potential winner will be notified by email and/or phone after the date of the random drawing using the information provided to EverBank by such person when entering the Sweepstakes. The potential winner has 48 hours from the time EverBank provides notification they have won to respond before EverBank moves on to the next potential winner. Response must include (1) acknowledgement of and agreement to the Basic and Additional Eligibility Requirements outlined in section 1 above, (2) any documentation required by EverBank to secure reservations or other prize components, and (3) a completed W-9 for Taxpayer Identification. In the event that the potential winner does not respond within 48 hours 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 among all remaining eligible entries. If necessary, at least two (2) alternate drawings 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 matter related to the selection of the potential winner.

**6. Verification of Potential Winner: 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 the eligibility. An entrant is not a winner of the Sweepstakes, even if the drawing and the preliminary oral verification should so indicate, unless and until (1) that entrant's eligibility has been verified; (2) that entrant has completed all necessary forms and documents; and (3) the potential winner has been notified that verification is complete.**

Without limiting the forgoing, 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 a winner, (iii) cannot or does not complete the eligibility requirements described in the "Eligibility" section above, or (iv) cannot be located or contacted using the information provided by that person on that person's entry form, then that person will be ineligible to win the Sweepstakes and the Prize. In the event that a potential winner is disqualified or ineligible for any reason, the potential winner forfeits the Prize and EverBank will award the Prize to an alternate winner by random drawing from among all remaining eligible entries, as described above in "Selection of Potential Winner."

**7. Prize:** A trip package for two (2) to the Green Bay, Wisconsin area to attend the 2025 NFL Draft at Lambeau Field and Tiletown campus.

**Trip package includes:**

- Round trip, coach-class air transportation for two (2) from a major airport near the winner's home (determined by EverBank in its sole discretion) to a major airport in the Green Bay, Wisconsin area;
- Three (3) nights' accommodations at a hotel determined by EverBank in its sole discretion (single room, double occupancy);
- Two (2) tickets to the 2025 NFL Draft at Lambeau Field and Tiletown campus on April 24, 2025; and
- Ground transportation to and from the destination airport and hotel and to and from the hotel and NFL Draft venue.

The Approximate Retail Value ("ARV") of the Sweepstakes Prize is \$12,500. Actual value may vary based on airfare price fluctuations, potential substitute ground transportation, distance between departure and destination, 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. The prize is non-transferable, and no substitution will be made except as provided herein or in EverBank's sole discretion. There is no cash alternative to the prize. Winner is responsible for all taxes and fees associated with prize receipt and/or use and will receive an IRS Form 1099 from EverBank for the ARV of the Prize for the calendar year won.

**8. Additional Sweepstakes Prize Terms and Conditions:**

**(A) 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 2025 NFL Draft venue.

If eligible for airfare, EverBank will determine airline and flight itinerary, which must be round-trip, in its sole discretion. If EverBank deems that air travel is not required due to winner's proximity to the NFL Draft venue, alternate transportation to and from the hotel will be substituted for round trip air travel and EverBank will determine the transportation carrier and travel itinerary in its sole discretion. Winner and the winner's guest ("Companion Traveler") must travel on dates determined by EverBank that will be around the scheduled NFL Draft event on April 24, 2025, or the entire prize will be forfeited. Notwithstanding the foregoing, EverBank will make reasonable efforts to select travel dates acceptable to winner. Trip must

be promptly booked upon confirmation of the prize. Travel and accommodations are subject to availability and blackout dates. Travel restrictions, conditions and limitations may apply.

Winner and Companion Traveler are responsible for determining what is required for travel to Green Bay, Wisconsin prior to the departure date, including any documentation that may be needed. EverBank will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. No refund or compensation will be made in the event of 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, 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 sole responsibility of winner.

Companion Traveler must be eighteen (18) years of age or older as of the date of departure unless either (a) the winner is the parent or legal guardian of the Companion Traveler; or (b) the Companion Traveler is a sibling/friend of winner with the appropriate parental permissions and releases. In all cases, the Companion Traveler must travel on same itinerary and at the same time as the winner. If the 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.

**(B) NFL Draft Event terms.** EverBank is not responsible if the 2025 NFL Draft is delayed, postponed, or cancelled for any reason, in which case that portion of the 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 Jaguars. 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 2025 NFL Draft and all applicable rules and regulations set forth by the NFL and the NFL Draft event venue. EverBank is not responsible if winner or Companion Traveler does not use a ticket on the day of the NFL Draft.

**9. Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes the winner's consent to EverBank's and its respective agents' use and publication of winner's name, likeness, photograph, voice, opinions, hometown and state, and/or details of winning to fulfill any request for a winner's list and for promotional or regulatory purposes in any media, worldwide, without further payment or consideration.

**10. General Conditions:** EverBank reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by EverBank in its sole discretion. In such event, EverBank, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. 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 this or any other promotion or in an unsportsmanlike or disruptive manner. 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 term of these Official Rules shall not constitute a waiver of that provision.

**11. Additional Agreement/Waivers:** By entering the Sweepstakes or receiving a prize, each entrant agrees (a) to be bound by these Official Rules and to interpretation of these rules by EverBank and (b) to release and hold harmless EverBank, the Jaguars, the NFL Entities (as defined below), and each of their

respective parent companies, successors-in-interest, assignees, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each such company's officers, directors, employees 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 out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**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; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, 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, un-awarded, eligible prize claims.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this 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 this 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, N.A.'s Privacy Policy [www.everbank.com/privacy](http://www.everbank.com/privacy)

**15. Winner List:** For a winner list, send a self-addressed, stamped envelope to the EverBank Marketing Department at 301 West Bay Street, 27th Floor, Jacksonville, FL 32202. All requests must be received by April 25, 2025.

**THE NFL ENTITIES WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ANY PRIZE AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS SWEEPSTAKES IN ANY WAY. "NFL ENTITIES" MEANS 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.**

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