

## Official Rules For @JAXSPORTS Sweepstakes On Twitter

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED FOR THE APPLICABLE SWEEPSTAKES. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in any Sweepstakes during the 2017 calendar year (each, a "Sweepstakes" and collectively, the "Sweepstakes") promoted by @JAXSPORTS (each such Twitter account, an "Official Twitter Account"), you agree to these Official Rules, which are a contract, so read them carefully before participating. Without limitation, this contract includes indemnities to the Released Parties (defined below) from you and a limitation of your rights and remedies. The details and requirements for entry or participation in any Sweepstakes shall be provided by the Official Twitter Account from time to time, in the discretion of Gator Bowl Sports Events Inc./dba JAXSPORTS ("Sponsor"). You must follow the directions provided by the Official Twitter Account and otherwise be bound by and follow these Official Rules to be eligible to receive a prize in connection with any Sweepstakes.

**HOW TO ENTER:** You may enter this Sweepstakes via Twitter. No other method of entry will be accepted. Limit one (1) entry per person, per email address and per Twitter account per Sweepstakes, regardless of method of entry. Additional entries beyond the specified limit will be void.

1. **Twitter:** To enter any Sweepstakes via Twitter, you must have a valid, public (i.e. not "protected") Twitter account and follow the applicable Official Twitter Account. If you do not have a Twitter account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrollment instructions for a free Twitter account. To enter any Sweepstakes via Twitter, follow the instructions provided by the Official Twitter Account in the manner and time period set forth by the Official Twitter Account (the "Entry Period") to receive one (1) entry in the applicable Sweepstakes. All information submitted via Twitter must be submitted pursuant to and is subject to the (a) Content Restrictions (as set forth in the Content Restrictions section below), and (b) Twitter.com's Terms of Service accessible at: <https://twitter.com/tos> and Privacy Policy accessible at: <https://twitter.com/privacy>. Failure to follow any instructions provided by the Official Twitter Account or to submit your entry within the applicable Entry Period or in compliance with the Content Restrictions or otherwise with these Official Rules may result in disqualification. The time of receipt of any valid Twitter entry shall be the time such valid entry becomes available to Sponsor on Twitter.com. Sponsor's computer shall be the official clock of each Sweepstakes.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the contiguous United States including its commonwealths, territories and possessions (collectively referred to herein as "states") who are eighteen (18) years of age or older (except in the case of legal residents of certain states/territories/provinces where the legal age of majority is greater than eighteen (18) years of age, such legal age of majority) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of the JAXSPORTS Entities and

each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the Sweepstakes are not eligible to participate or win a Prize (defined below). The "JAXSPORTS Entities" shall mean Gator Bowl Sports, Gator Bowl Sports Events, Gator Bowl Sports Charities, directors, officers, employees and agents of the foregoing entities. The Sweepstakes is subject to all applicable federal, provincial, state, territory and local laws, rules and regulations. Void where prohibited or restricted by law, rule or regulation.

**TO WIN:** For the Jacksonville Jumbo Shrimp's game against the Mississippi Braves on Saturday, August 12, 2017 one winner, will be selected. For each game, the winner will be selected based on the last digit in the final score of the played game. For example, if the final game score was Jumbo Shrimp 4, Smokies 3 the contestant in that box marked Shrimp 4 Smokies 3 would be the winner.

**RANDOM DRAWINGS:** Promptly following the end of the applicable Entry Period, the potential winner(s) of the applicable Sweepstakes will be selected by random drawing from among all eligible entries received for the applicable Sweepstakes. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winner(s) will be declared the official winner(s) of the applicable Sweepstakes (each, a "Winner" and collectively, the "Winners"). The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received for the applicable Sweepstakes. Limit one (1) Prize per person, family or household per Sweepstakes.

**PRIZES:** The prize(s) and quantity of such prize(s) to be offered in each Sweepstakes (each, a "Prize" and collectively, the "Prizes") shall be identified by the Official Twitter Account. Exact Prize details shall be determined in the sole and absolute discretion of Sponsor. Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Each Winner is fully responsible for any and all applicable federal, provincial, state, territory and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified by the Official Twitter Account as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting the Prize are the sole responsibility of each individual Winner.

**PUBLICATION, LICENSE AND RELEASE:** By entering any Sweepstakes and submitting an entry, each entrant (a) agrees that his/her entry is an original work of authorship and that he/she owns all right, title and interest in the entry as of the date of submission or has all necessary rights and authorizations to submit it and the express permission of all individuals, content and materials embodied in the entry to submit it for possible use as provided herein; (b) grants to Sponsor, JAXSPORTS and each of their respective designees the perpetual and unlimited right and license to use, license, edit, modify, duplicate and/or create derivative works from his/her entry throughout the world and in perpetuity, including, but not limited to, the right for Sponsor and/or JAXSPORTS, as applicable, to publish, display,

broadcast, distribute, reproduce, perform, create derivative works from and otherwise use and exploit the entry via the Internet or any other interactive media, in stadium, on television, in print and/or any other media currently existing and hereafter developed and without limitation and without payment of any compensation to the entrant or his/her heirs and successors, (i) on its own or as part of any audiovisual or other production; (ii) to advertise any products, programming or services of the JAXSPORTS Entities or for any other advertising, marketing, publicizing and promotional purposes and in any materials related thereto; and/or (iii) for any other purpose whatsoever; and (d) release in perpetuity the Released Parties from any claims, demands, losses and liabilities of any nature arising out of or in any way connected with the entry, and the use thereof as permitted hereunder, including, but not limited to, claims of false endorsement or infringement of rights of publicity or privacy. Nothing herein will obligate the JAXSPORTS Entities to make any use of any of the rights set forth herein.

**CONTENT RESTRICTIONS:** Entrants must not include any of the following content (the "Content Restrictions") in any entry: (a) pornography, adult-oriented content or any other sexually-explicit material; (b) materials relating to lotteries or gambling; (c) explicit language or content, images of violence, or promotion of illegal activities; (d) content in violation of intellectual property rights or laws; (e) libelous, defamatory, disparaging, tortious or slanderous materials; (f) content that denigrates, disparages or reflects negatively on the JAXSPORTS Entities, their board, volunteers and employees, or the game of baseball; (g) tobacco, alcohol or drugs; (h) dangerous stunts; (i) real weapons of any kind including, but not limited to, guns, knives or projectiles; (j) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, territory, provincial or local law, ordinance, or regulation; (k) individuals under legal age of majority without providing a signed release from parent or legal guardian; (l) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (m) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations in any state/territory/province where the entry is created. Any entry that does not comply with the foregoing, in the sole discretion of Sponsor, will be disqualified.

**NOTIFICATION:** Each potential winner will be notified via direct message to the potential winner's Twitter account (in the sole discretion of Sponsor) provided at the time of entry (the "Prize Notification") and will be required to privately (through Twitter direct message, email, or other secure, private means) provide his/her name, address, age and other personal information necessary to receive the Prize. In the event that any Prize (or any portion thereof) or Prize Notification is returned as undeliverable or that any potential winner does not respond to any such Prize Notification within twenty-four (24) hours of the time of issuance (or within the time specified by the Official Twitter Account, as applicable), fails to provide Sponsor all information and documentation necessary to receive the Prize, fails to comply with these Official Rules, declines the Prize for any reason or incorrectly answers the skill testing question as determined by Sponsor in its sole discretion, a disqualification will result, the Prize will be forfeited and,

at Sponsor's sole discretion and time permitting, an alternate potential winner may be randomly selected from among all remaining eligible entries for the applicable Sweepstakes. Each potential winner may be required to submit his/her valid social security number and/or other identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability (or, if a resident of Canada, a Declaration of Eligibility) and, unless prohibited by law, Publicity, within twenty-four (24) hours of the time of issuance (or within the time specified by the Official Twitter Account, as applicable).

**WAIVER OF LIABILITY/PUBLICITY RELEASE:** By participating in the Sweepstakes and submitting an entry, each entrant agrees to (i) be bound by these Official Rules, including all entry requirements, and (ii) waive any and all claims against the JAXSPORTS Entities, Twitter, Inc. ("Twitter"), Facebook, Instagram, Apple, Inc. and each of their respective parents, affiliated companies, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, representatives and advertising and promotion agencies, and any and all other companies associated with the applicable Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, "Released Parties") for any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the applicable Sweepstakes or from the receipt or use of any Prize (or any portion thereof) or any travel or activity related to the receipt or use of any Prize (or any portion thereof). By entering any Sweepstakes, each entrant gives his/her express permission to be contacted by Sponsor by telephone, email and/or postal mail for Sweepstakes purposes. Each Winner, by acceptance of the Prize, grants to Sponsor and its respective designees the right to publicize such Winner's name, address (city and state/territory/province of residence), photograph, voice, statements and/or other likeness and prize information for advertising, promotional, trade and/or any other purpose in any media or format now known or hereafter devised, throughout the world, in perpetuity, without limitation and without further compensation, consideration, permission or notification, unless prohibited by law.

**GENERAL CONDITIONS:** Released Parties are not responsible for stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered or garbled entries, transmissions, email or mail; or for lost, interrupted or unavailable network, cable, satellite, server, Internet Service Provider (ISP), wireless network, website, or other connections including those through and/or by any website, availability or accessibility or miscommunications or failed computer, satellite, telephone, cable or wireless transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; wireless service congestion; failures or malfunctions of phones, phone lines or telephone systems, wireless towers or cellular tower equipment; any error, omission, interruption, defect or delay in wireless or other transmission, processing, or communication; non-delivery; misdirected, blocked, or delayed email notifications; printing, typographical or other errors appearing within these Official Rules, in any Sweepstakes-related advertisements or other materials; or any other errors, problems or difficulties of any kind whether human, mechanical, electronic, network, computer, telephone, wireless service, mail, typographical, printing or otherwise relating to or in connection with the Sweepstakes,

including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the Prize(s) or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer and/or wireless device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or any representative of Sponsor or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Any attempt to deliberately damage the content or operation of any Sweepstakes is unlawful and subject to legal action by Sponsor and/or its agents. Sponsor shall have the sole right to disqualify any entrant for violation of these Official Rules or any applicable laws relating to the Sweepstakes, and to resolve all disputes in its sole discretion. Released Parties (a) make no warranty, guaranty or representation of any kind concerning any Prize (or any portion thereof), and (b) disclaim any implied warranty. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right, in its sole discretion, to cancel or suspend any Sweepstakes (or any portion thereof) should virus, bugs, unauthorized human intervention, or other causes corrupt administration, security, fairness, integrity or proper operation of the Sweepstakes (or any portion thereof). In the event of cancellation, Sponsor may elect to identify the Winner(s) and award the Prize(s) by way of random drawing from among all non-suspect, eligible entries received up to the time of such cancellation. Sponsor reserves the right, in its sole discretion, to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes or discontinue any Sweepstakes at any time without notice.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE SWEEPSTAKES OR UNDERMINE THE CONTENT OR LEGITIMATE OPERATION OF ANY SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY ENTRANT RESPONSIBLE FOR THE ATTEMPT, AND SPONSOR AND/OR ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

Entries generated by a script, macro or other mechanical or automated means will be disqualified. In the event of dispute as to the identity or eligibility of any potential winner based on an email address, the

winning entry will be declared made by the Authorized Email Account Holder of the email address submitted via the Online Entry Form at the time of entry provided he/she is eligible according to these Official Rules. For entries via the Online Entry Form, the "Authorized Email Account Holder" is defined as the natural person to whom the applicable Internet service provider or other organization (such as a business or educational institution) has assigned the email address for the domain associated with the submitted email address. In the event of dispute as to the identity or eligibility of any potential winner based on a Twitter account, the winning entry will be declared made by the Authorized Twitter Account Holder of the Twitter account used to enter the applicable Sweepstakes provided he/she is eligible according to these Official Rules. For entries via Twitter, the "Authorized Twitter Account Holder" is defined as the natural person who is assigned to a Twitter account by [www.twitter.com](http://www.twitter.com).

As a condition of entering any Sweepstakes, each entrant agrees that (a) any and all disputes, claims, controversies or causes of action arising out of or relating to any Sweepstakes, or any prizes awarded (each, a "Claim"), shall be (i) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (ii) settled by binding arbitration in Duval County, Florida before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (b) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses. These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of Florida, U.S.A., applicable to contracts entered into and performed exclusively in that State.

Apple, Inc. is not a sponsor of, or responsible for conducting, any Sweepstakes. All entry data provided online is provided to Sponsor and/or JAXSPORTS and not to Facebook, Instagram or Twitter. Each Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

**WINNERS' LIST:** For a list of Winner(s), mail a request specifying the applicable Sweepstakes and a self-addressed stamped envelope to be received by December 31, 2017, to: JAXSPORTS at 1 Gator Bowl Blvd Jacksonville, FL 32202.

**SPONSOR:** The Sponsor of this Sweepstakes is Gator Bowl Sports Events, 1 Gator Bowl Blvd. Jacksonville, FL 32202.

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