

**SMALL BUSINESS BREAKTHROUGH**  
**POWERED BY WEB.COM & JAGUARS BLACK**  
**OFFICIAL TERMS & CONDITIONS**

By submitting an application to enter the Small Business Breakthrough Powered by Web.com and Jaguars Black (the "Challenge"), you agree to be bound by these terms and conditions. Failure to comply with these terms and conditions may (in the discretion of the Jaguars) result in disqualification from the Challenge. To register, you must meet the eligibility requirements and follow the rules regarding the applications (as defined below) set forth herein.

The Challenge is void where prohibited or restricted by applicable laws, rules and legal requirements, and all applicable federal, state and local laws, rules and legal requirements apply. Jacksonville Jaguars, LLC (the "Jaguars") reserves the right to cancel, modify or suspend the Challenge at any time.

**Overview.** The Challenge is program designed by the Jaguars and Web.com, Inc. ("Web.com") to promote the small and emerging business community in the greater Jacksonville, Florida metropolitan area. Eligible local business owners are invited to submit an application for an opportunity to be invited as a top 10 finalist to present their business plan to a panel of judges assembled by the Jaguars and Web.com. The panel will use the Judging Criteria (as defined below) to make judge the applicants. Subject to meeting all eligibility requirements relating to the Challenge and compliance with all terms and conditions, the business that receives the highest score will receive a one-year sponsorship with the Jaguars and unique marketing benefits provided by Web.com. Such sponsorship and marketing benefits are detailed in the Application Site (as defined below) and are subject to change at the discretion of the Jaguars or Web.com.

**How to Apply.** To participate in the Challenge, eligible persons must submit a complete and correct application online at <http://bigstagebigresults.com> (the "Application Site") prior to the deadline noted on the application.

**Eligibility.** Eligibility to participate in the Challenge or to win prizes is limited to persons who:

- (a) are 18 years of age or older as of July 1, 2015;
- (b) are an "Owner" or an "Authorized Agent" of an Eligible Business (in each case, as defined below);
- (c) are legal residents of any of the following counties: **Florida:** Nassau, Duval, Clay, Saint Johns, Flagler, Putnam, Alachua, Bradford, Union, Baker, Columbia, Hamilton, Gilchrist, Suwannea, Lafayette, Marion, Lake, Volusia, Seminole, Orange, Brevard, Madison, Taylor, Dixie, Levy, Citrus, Sumter, Taylor, Jefferson, Leon, Wakulla, Gadsden, Liberty, Franklin; **Georgia:** Brooks, Cook, Berrien, Lowndes, Lanier, Echols, Clinch, Atkinson, Ware, Charlton, Coffee, Bacon, Appling, Pierce, Brantley, Wayne, Long, Liberty, Bryan, Bulloch, Effingham, Chatham, McIntosh, Glynn, Camden, Charlton, Evans, Tattnall;
- (d) has a business that has not, and whose officers, directors, managers or partners have not, been convicted of a criminal offense in violation of Sec. 287.133 Florida Statutes;
- (e) are available between July 15<sup>th</sup> through August 15<sup>th</sup> for various rounds of interviews should you be selected as one of the 10 finalists; and
- (f) are willing to participate in Jaguars events during the 2015/16 NFL season (dates & times to be determined, but you need to make yourself available).

"Owner" is defined as a natural person who: (i) is the primary decision maker for, and has been actively engaged in the day-to-day operation of the business identified in his/her entry form during its existence up to and including at least July 1, 2015; and (ii) as of July 1, 2015, owns at least 51% of that business.

"Authorized Agent" is defined as a natural person who is a general partner, controlling manager or principal executive officer or other officer with full power and authority to act on the company's behalf as per the company's organization documents; or a duly authorized representative thereof.

"Eligible Business" is defined as (i) a company registered to conduct business in one of the fifty (50) United States or District of Columbia; (ii) having its primary physical location residing in the State of Florida or Georgia; (iii) being independently owned and operated, sole-proprietary, non-franchised, and not part of any other established parent or partner business(es); and (iv) being founded and engaged in active daily operation no later than July 1, 2015.

If selected, the applicant may be asked to provide proof of business ownership in a form deemed acceptable by the Jaguars and Web.com.

Only one entry per Eligible Business shall be considered. Any effort by an applicant to misrepresent himself or herself through the use of aliases or multiple e-mail addresses or telephone numbers or misrepresent his or her eligibility age will disqualify that applicant. Applications that have been generated by a script, macro, bot or any other automated means will be deemed void. Applications that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Applicants who disregard these Official Terms and Conditions are not eligible to participate or win. Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of the Jaguars, Web.com, their parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible. The Jaguars' and Web.com's determination of eligibility, in their sole discretion, shall be final.

**Intellectual Property.** By submitting an application, you grant the Jaguars and Web.com the unlimited, worldwide, royalty-free, perpetual, irrevocable, nonexclusive and freely transferable and sublicensable right and license to use, reproduce, modify, adapt, perform, display, distribute, create derivative works from and otherwise disclose to third parties any part and all of such application (including all written material and motion pictures, and all trademarks and logos of the business entity included therein) for any purpose, whether commercial or noncommercial, anywhere, any in any form of media, whether now known or later developed. All materials submitted in connection with the Challenge become the property of Jaguars and Web.com and will not be returned.

**Finalists Selection.** If you are selected as a finalist, you will be notified by telephone or email on or about July 15, 2015. The Jaguars or Web.com may require the finalists to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation ("Affidavit") prior to the final presentation. If any finalist fails to execute the Affidavit required by the Jaguars or Web.com, or fails to respond to the notification within 48 hours, the Jaguars or Web.com will consider the selected business to have forfeited participation in the Challenge and an alternative finalist may be selected. Odds of being selected as one of the 10 finalists depend on the total number of applications received.

**Judging Criteria.** Judges selected by the Jaguars and Web.com with expertise in the fields of marketing and business (the "Judges") will review the applications received and select the top 10 finalists based on the following criteria (the "Judging Criteria"):

- 1) Your explanation of how your business can benefit and grow from a Jacksonville Jaguars sponsorship;
- 2) Your explanation of how your business can benefit and grow from a Web.com website & Internet marketing makeover;
- 3) Your business plan;
- 4) Your business' potential for growth; and
- 5) Your business' strategic objectives.

Based on the above, 10 finalists will be selected to participate in further interviews. During the interviews, in addition to the above, each finalist will be judged by a panel of Judges on creativity of the presentation, innovation of the business product, and overall business and presentation skills. The decisions of the Judges regarding the selection of the 10 finalists, the Judging Criteria and all related matters are final.

**Final Business Selection.** If you are the finalist with the highest number of points, you will be selected to receive the sponsorship and marketing benefits as described on the Application Site. Such finalist will be notified by telephone or email on or about August 20, 2015. Failure to respond to such notification within 48 hours will be deemed a forfeiture of the Challenge benefits and the next highest scoring finalist will be selected.

**Conditions of Participation.** Each applicant represents and warrants that all information contained in his/her application entry is true and accurate. Neither the Jaguars nor Web.com is responsible for any printing errors in these official terms and conditions, in the application questions or otherwise in any materials in connection with the Challenge or for any misdirected, incomplete, lost, late or illegible applications or other errors or problems that may limit a participant's ability to participate in or progress in the Challenge. In addition, the Jaguars and Web.com are not responsible for any other error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of applications, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Challenge and the announcement of the selected business. The Jaguars and Web.com shall not be responsible for lost, late, misidentified or misdirected application entries, or telecommunication or computer hardware or software performance, errors, delays or failures. The Jaguars and Web.com reserve the right to disqualify any individual who

tampers with the application process or the administration of the Challenge. The Jaguars and Web.com reserve the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Challenge, as determined by the Jaguars or Web.com in their sole discretion. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Challenge may be a violation of criminal and civil laws and should such an attempt be made, the Jaguars or Web.com reserve the right to seek damages (including but not limited to attorneys fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Entries become the property of the Jaguars and will not be acknowledged or returned. The decisions of the Jaguars and Web.com are final on all matters relating to this Challenge.

**Publicity Rights; Marketing Opt-In.** By submitting an application, applicants grant to the Jaguars, Web.com, their agents and others working on their behalf the right to use the applicant's name, likeness, voice, image, business name, and any additional video or photographs taken by the Jaguars, Web.com, or their affiliates or representatives during the Challenge for advertising and marketing purposes, including on the Application Site, in Jaguars social media, and in Jaguars emails, without additional compensation. Applicants further expressly consent on an ongoing basis to allow the Jaguars, Web.com, their affiliates, agents, employees and authorized third parties to communicate with the applicant by mail, email, SMS/text message, telephone, autodialing services, facsimile and/or by any other method and to share the applicant's personal information with the Jaguars sponsors, media partners, facility manager, and other companies with which the Jaguars do business. Such communications shall include, but not be limited to, promotional and advertising marketing communications.

**Disclaimers, Dispute Resolution and Limitations of Liability.** Each applicant hereby forever discharges, releases, and agrees to defend, indemnify and hold harmless the Jaguars, Web.com, those working on their behalf, and each of their respective officers, members, managers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Challenge or the awarding, acceptance, use or misuse of any sponsorship or marketing benefits provided under the Challenge. Any and all disputes, claims, and causes of action arising out of or in connection with this Challenge shall be resolved individually, without resort to any form of class action. This Challenge shall be governed by, and construed in accordance with, the internal laws of the State of Florida. Any action or litigation concerning this Challenge shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each applicant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts; or (2) in the Jaguars' sole discretion, exclusively by final and binding arbitration under the rules of the American Arbitration Association ("AAA") and held at the AAA regional office nearest the applicant. If the Jaguars elects arbitration pursuant to this paragraph, the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. Entrants agree to abide by the terms of these terms and conditions and the decisions of the Jaguars and Web.com, which are final, and waive any right to claim ambiguity in these terms and conditions. Each applicant agrees to service of process by mail or other method acceptable under the laws of the State of Florida. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH APPLYING TO THE CHALLENGE. EACH APPLICANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF APPLICANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

**Entrant's Personal Information.** Information collected from entrants is subject to and will be used in accordance with Jaguars' Privacy Policy (as amended from time to time) <http://www.jaguars.com/footer/privacy-policy.html>

THE NATIONAL FOOTBALL LEAGUE, ITS MEMBER PROFESSIONAL FOOTBALL CLUBS, NFL VENTURES, INC., NFL VENTURES, L.P., NFL PROPERTIES LLC, NFL ENTERPRISES LLC, NFL PRODUCTIONS LLC, NFL INTERNATIONAL LLC AND EACH OF THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY, THE "NFL ENTITIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY CLAIM ARISING IN CONNECTION WITH PARTICIPATION IN THE CHALLENGE OR ANY BENEFITS AWARDED. THE NFL ENTITIES HAVE NOT OFFERED OR SPONSORED THIS CHALLENGE IN ANY WAY.