

**BUILD YOUR BUSINESS AT DAILY'S PLACE SWEEPSTAKES**  
**OFFICIAL RULES**

By entering into the Build Your Business at Daily's Place Sweepstakes (the "Promotion"), you agree to be bound by these Official Rules. Failure to comply with these Official Rules may result in disqualification from the Promotion. To enter, you must meet the eligibility requirements and follow the rules regarding Registrations (as defined below) set forth herein.

**NO PURCHASE IS NECESSARY TO ENTER OR WIN.**  
**A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

The Promotion 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. Winners are responsible for any taxes, customs, duties and like amounts in respect of the Promotion prizes. Bold Events, LLC ("Bold Events" or "Sponsor") reserves the right to cancel, modify or suspend the Promotion at any time.

**1. How to Enter.** To participate in the Promotion for a chance to win the Grand Prize (as defined below), eligible persons must submit complete and correct registrations ("Registrations") during the Entry Period by (i) entering online through the Promotion landing page at [www.dailysplace.com/buildyourbusiness](http://www.dailysplace.com/buildyourbusiness) ("Promotion Site"); or (ii) by mailing in a postcard with your full legal name, date of birth, address of legal residence, email address, and telephone number to Bold Events, LLC, Build Your Business at Daily's Place Sweepstakes, Attn: Adrienne Cartagena, One EverBank Field Drive, Jacksonville, Florida 32202. Registrations will be accepted beginning at 10:00 a.m. EST on March 13, 2017 until 11:59 p.m. EST on April 9, 2017 (the "Entry Period"). Mailed entries must be received by Sponsor no later than April 9, 2017 to be considered for the Promotion.

Sponsor's designated computer is the official time keeping device for this Promotion. No other forms of entry are valid. Limit one entry per person.

**2. Eligibility.** Eligibility to participate in the Promotion or to win the Grand Prize is limited to persons who:

- (a) are 18 years of age or older as of March 13, 2017;
- (b) are an "Owner" or an "Authorized Agent" of an Eligible Business (in each case, as defined below);
- (c) are a permanent legal resident of any of the following counties: **Florida:** Nassau, Duval, Clay, Saint Johns, Flagler, Putnam, Alachua, Bradford, Union, Baker, Columbia, Hamilton, Gilchrist, Suwannee, 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; and
- (d) have 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.

"**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 Eligible Business identified in his/her entry form during its existence up to and including at least March 13, 2017; (ii) as of March 13, 2017, owns at least 51% of that Eligible Business; and (iii) as of March 13, 2017, has resided in any of the following counties for at least one (1) year: Florida: Nassau, Duval, Clay, Saint Johns, Flagler, Putnam, Alachua, Bradford, Union, Baker, Columbia, Hamilton, Gilchrist, Suwannee, 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.

"**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 Eligible Business's behalf as per the Eligible Business's organization documents; or a duly authorized representative thereof.

**“Eligible Business”** is defined as a for-profit business (i) 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; (iii) being independently owned and operated, sole-proprietary, non-franchised, and not a subsidiary of any other established parent business(es); (iv) being founded and engaged in active daily operation no later than March 13, 2017; and (v) having an average gross annual income of \$6 million or less for the immediately preceding 3 year period.

If selected, the Registered Applicant may be asked to provide proof of Eligible Business ownership in a form deemed acceptable by Sponsor.

There is a limit of one Registration per Eligible Business. Any effort by an entrant 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 or identity will disqualify that entrant. Entries that have been generated by a script, macro, bot or any other automated means will be deemed void. Entries that are mechanically reproduced, copied, illegible, incomplete, postage due, late or inaccurate are void. Entrants who disregard these Official Rules are not eligible to participate or win. Directors, officers, managers, members, employees, contractors and agents (and their immediate families and household members) of Bold Events and its parents, affiliates, subsidiaries, advertising and promotion agencies are not eligible. Bold Events’ determination of eligibility, in its sole discretion, shall be final. The potential winner may be required to show proof of being the authorized Registered Applicant.

3. **Winner Selection.** Eligible persons who fully complete and return the Registration to Sponsor prior to the conclusion of the Entry Period (“Registered Applicants”) shall be entered to win the Grand Prize. One winner will be selected by a random drawing conducted by Sponsor on or about April 10, 2017 from all Registrations received during the Entry Period. Sponsor reserves the right to change the drawing date and time in its sole discretion. Odds of winning depend on the number of Registrations received. All materials submitted in connection with the Promotion become the property of Sponsor and will not be returned and shall be governed in accordance with Sponsor’s Terms of Use, available in the footer section of [www.dailysplace.com](http://www.dailysplace.com).

4. **Grand Prize.** The Grand Prize winner (“Winner”) will receive the following (collectively, the “Grand Prize”) for use to support Registered Applicant’s Eligible Business:

- Two (2) Personal Seat Licenses (“PSL”) at Daily’s Place for the 2017 concert season (May 27, 2017 through December 31, 2017) (the “Season”). The exact locations of the PSL seats shall be determined by Sponsor and Sponsor’s standard PSL agreement terms and conditions shall govern the Winner’s Eligible Business’ use thereof. Winner or Eligible Business shall enter into a PSL agreement upon Sponsor’s request. Approximate retail value = \$6,000.
- Space for a marketing display area (“Display Area”) to promote the Winner’s Eligible Business prior to and during certain Sponsor-promoted concerts and events at Daily’s Place during the Season. All details regarding the Display Area (including signage, any promotions, giveaways or marketing materials distributed from the Display Area) shall be subject to Sponsor’s final approval. Winner’s Eligible Business shall be solely responsible for staffing the Display Area and for all costs associated with this Prize. Approximate retail value = \$7,500.
- The Eligible Business’ logo shall be displayed and tagged on certain posts authored by Bold Events on certain Bold Events controlled social media platforms (Twitter, Facebook and Instagram) promoting the Display Area. The exact quantity, timing of distribution and all content associated with the social media posts shall be determined by Sponsor. Approximate retail value = \$3,000.
- Three (3) appearances by either (a) members of the Jaguars (as defined herein) JAX Pack, (b) Jaguars mascot Jaxson de Ville; or (c) members of the Jaguars cheerleaders squad at the Display Area, in each instance as determined by Sponsor in its sole discretion. Each appearance shall be for one hour in duration. All details and scheduling of the appearances shall be determined by Sponsor. Approximate retail value = \$3,000.

The Grand Prize has an aggregate retail value of \$19,500.00.

5. **Conditions of Participation.** Each participant in the Promotion agrees to be bound by these Official Rules and the decisions of Bold Events (which shall be final), and to accept delivery of the Grand Prize. In addition, each Registered Applicant represents and warrants that all information contained in his/her Registration is true and

accurate. Sponsor is not responsible for any printing errors in these Official Rules, in the Registration page or otherwise in any materials in connection with the Promotion or for any misdirected, incomplete, lost, late or illegible Registrations or other errors or problems that may limit a participant's ability to participate in or win the Promotion. In addition, Sponsor is 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 Registrations, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, including in connection with the administration of the Promotion and the announcement of the winner. Proof of mailing does not constitute proof of delivery. Bold Events shall not be responsible for lost, late, misidentified or misdirected Registration entries, or telecommunication or computer hardware or software performance, errors, delays or failures. Sponsor reserves the right to disqualify any individual who tampers with the Registration process or the administration of the Promotion. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In such event, Sponsor, 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. CAUTION: Any attempt to deliberately damage any website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages (including but not limited to professionals' 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 Sponsor and will not be acknowledged or returned. Sponsor's decisions are final on all matters relating to this Promotion.

6. **Publicity Rights; Marketing Opt-In.** By submitting a Registration, Registered Applicants grant to Sponsor, Jacksonville Jaguars, LLC, Jacksonville Jaguars Foundation, Inc., and Union Jax, LLC (collectively, "Jaguars"), their respective agents, and others working on their behalf the right to use Registered Applicant's and its respective Eligible Business' name, likeness, voice, image, biographical information and any additional video or photographs taken by Bold Events, the Jaguars or their respective affiliates during the Promotion for advertising and marketing purposes, including on the Promotion Site, in Jaguars or Bold Events social media, and in Jaguars or Bold Events emails, without additional compensation. Registered Applicants further expressly consent on an ongoing basis to allow the Jaguars, Bold Events, their affiliates, agents, employees and authorized third parties to communicate with the Registered Applicant by mail, email, SMS/text message, telephone, autodialing services, facsimile and/or by any other method and to share the Registered Applicant's personal information with the Jaguars or Bold Events sponsors, media partners, facility manager, and other companies with which the Jaguars and Bold Events do business. Such communications shall include, but not be limited to, promotional and advertising marketing communications.

7. **Winner Notification.** The Winner will be notified by telephone or email on or about April 11, 2017. Bold Events may require the Grand Prize Winner to execute an affidavit of eligibility, publicity release (except where prohibited), and liability waiver and other documentation prior to the delivery of the Grand Prize (an "Affidavit"). The Winner must provide a Form W-9 to receive the Grand Prize. Winner will receive an IRS Form 1099 from the Sponsor for the approximate retail value of the Grand Prize for the calendar year won. If a Grand Prize Winner fails to pick up or redeem the Grand Prize in the manner designated by Sponsor, or fails to execute the Affidavit or other documentation required by Sponsor, Sponsor will consider the Winner to have forfeited the prize and another prize winner will be selected. In the event that the potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner through a random drawing from remaining Registrations. Only 3 alternate awards will be attempted, after which the Grand Prize will remain unawarded. The right to receive the Grand Prize is non-transferable and the Winner has no right of substitution (in cash or otherwise). Bold Events reserves the right to substitute a prize of equal or greater value in the event any portion of the Grand Prize is unavailable, as determined by Sponsor in its sole discretion.

8. **Announcement of Winner.** To request the Winner, please send a postage prepaid letter to Bold Events, LLC, Attention: Build Your Business at Daily's Place Sweepstakes, Attn: Adrienne Cartagena, One EverBank Field Drive, Jacksonville, Florida, 32202 to be received by April 30, 2017.

9. **Sponsor.** The sponsor of this Promotion is Bold Events.

10. **Disclaimers, Dispute Resolution and Limitations of Liability.** Each Registered Applicant on behalf of himself/herself and on behalf of the Eligible Business, hereby forever discharges, releases, and agrees to defend,

indemnify and hold harmless Bold Events, the Jaguars, their respective affiliates, those working on their behalf, and 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 Promotion or the awarding, acceptance, use or misuse of any prize given out under the Promotion or any other substitute prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Promotion shall be resolved individually, without resort to any form of class action. This Promotion shall be governed by, and construed in accordance with, the internal laws of the State of Florida without regard to its conflict of law principles that may cause the application of laws of another jurisdiction. Any action or litigation concerning this Promotion shall (1) take place exclusively in the federal or state courts sitting in Duval County, Florida, and each Registered 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 Sponsor's 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 Registered Applicant. If Sponsor elects arbitration pursuant to this Section 10, 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 Official Rules and the decisions of Sponsor, which are final, and waive any right to claim ambiguity in these Official Rules. Each Registered 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 IN FAVOR OF A REGISTERED APPLICANT SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS PROMOTION. REGISTERED APPLICANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S OR OTHER PROFESSIONALS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

11. **Severability.** In the event that any provision of these Official Rules is declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Rules, which shall remain in full force and effect, and the Official Rules shall be construed as if such invalid or unenforceable provision had not been part of the Official Rules, and the court making such determination shall have the power to reduce the scope or applicability of such provision in a manner that makes such provision valid and enforceable and comes closest to expressing the intention of the invalid or unenforceable provision.

12. **Entrant's Personal Information.** Information collected from entrants is subject to and will be used in accordance with Sponsor's Privacy Policy (as amended from time to time) as set forth in the footer section of [dailysplace.com](http://dailysplace.com).