

TERMS AND CONDITIONS
For
2025 JEEP COMPASS PROMOTION

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. VOID WHEREVER PROHIBITED BY LAW.

YOUR ENTRY IN THIS SWEEPSTAKES MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

Sweepstakes Overview:

Kazoo Kares Foundation, Inc. (the "Sponsor"), a nonprofit organization that has applied for recognition or has been granted status as a tax-exempt nonprofit organization under Section 501(c)(3) (or subsections under Section 501(c) that are allowed to accept contributions) of the Internal Revenue Code, with an address at 351 W. Cedar Street Pensacola, FL 32502, is conducting a Sweepstakes (the "Sweepstakes") to raise funds for the Kazoo Kares Foundation. By obtaining an Entry in the Sweepstakes, the entrant ("Entrant") agrees to be bound by these Official Rules ("Official Rules"). The Sponsor's interpretation and application of the Official Rules shall be final.

Eligibility:

The Sweepstakes is open to legal residents of the State of Florida who are eighteen (18) year old and over as of the date of entry. Prize Winner must provide proof of insurance and a valid driver's license in order to receive the Prize. Employees of the Sponsor, the entity or entities supplying the Prize or Prizes for any given Sweepstakes, and each of their respective partners, parent companies, divisions, subsidiaries, affiliates (such as the Blue Wahoos and Northwest Florida Professional Baseball, LLC), advertising, promotion and public relations agencies and their respective officers, directors, employees, representatives and agencies are not eligible to participate in the Sweepstakes and/or win a Prize. Additionally, relatives of such employees are not eligible to win. For the purposes of this Sweepstakes, relatives are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

When to Enter:

The Sweepstakes begins on June 18, 2025 and ends on August 29, 2025 ("Sweepstakes Entry Period"). Entries received outside the Sweepstakes Entry Period will be ineligible and will be discarded.

How to Enter:

Any eligible person may enter the Sweepstakes by obtaining an official numbered Sweepstakes Entry from the Sponsor during the Sweepstakes Entry Period. There are two (2) methods of entry. An eligible person may use multiple entry methods:

1. **Mail Entry Method:** During the Sweepstakes Entry Period, eligible individuals can submit an entry by mailing an envelope containing their contact information, namely first and last name, email, phone number, and address to Kazoo Kares Foundation at 351 W. Cedar Street Pensacola, FL 32502. Once the entry is received and accepted by Sponsor, Sponsor will send an email with an entry number for the Sweepstakes drawing. In order to be eligible to enter the Sweepstakes, mailed entries must be postmarked by the Sweepstakes entry period and received by Sponsor by August 22, 2025 to allow for sufficient processing and response prior to the drawing.
2. **Ticket Holder:**
 - a. Individuals who both possess and are registered as the **digital** ticket for the August 29, 2025 Blue Wahoos game will be automatically entered into the Sweepstakes. In the event of resale or transfer of a digital ticket, the individual who possesses and is the registered ticketholder as of the beginning of the game shall be deemed the registered ticketholder (and any prior ticketholder will not be automatically entered into the Sweepstakes. Individuals must meet eligibility requirements to receive the prize.
 - b. Individuals who have purchased a **physical** ticket for the August 29, 2025 Blue Wahoos game will **not** be automatically entered into the Sweepstakes. Individuals can obtain an entry by Sponsor in person at designated locations at the Blue Wahoos stadium on the date of the Sweepstakes. Individuals must meet eligibility requirements to receive the prize.

Only one person may be entered in the Sweepstakes per Entry. If the name of more than one person is submitted with an Entry, and that Entry is selected as a winning Entry, then the person named first will be deemed the holder of record of that Entry and declared the potential winner. The Sponsor will not, and is not obligated to, assign the Prize(s) to any person other than the verified Prize winner(s). In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider.

All defective or physically altered Entry forms will be immediately disqualified by the Sponsor. Prior to the Prize drawing(s), the Sponsor will make a reasonable effort to notify the individual and/or entity that submits such an Entry form which has been rejected, by attempting to make contact through the information provided at the time of submitting the Entry request. The Sponsor assumes no responsibility for lost, late, or misdirected entries, or any other failure to receive orders or deliver receipts prior to the Sweepstakes deadlines.

Entrants must supply truthful and accurate information in regard to the Entrant’s name, email address, phone number and street address when requesting an Entry. Failure to

supply truthful and accurate information will disqualify an Entrant's Entry. **Any attempt by any Entrant to obtain more than the stated number of Entries or Entries by using multiple/different email addresses, phone numbers, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant will be disqualified.**

Prize:

There is one (1) prize available. The Prize is a 2025 Jeep Compass ("Prize"). Prizes identified, logos, brands and other trademarks referred to herein are the property of their respective trademark holders.

THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR OTHER THAN WHAT IS EXPRESSLY INCLUDED WITH THE PRIZE.

All non-stated features of the Prize are in Sponsor's discretion and subject to availability, including without limitation color, design, and sizing. All expenses and costs not expressly listed in these Official Rules are the sole responsibility of the verified Prize winner. Prize winner will be responsible for all other expenses relating to the receipt and use of the Prize, including registration and title fees. Prize is nontransferable and may not be substituted or redeemed for cash by Prize winner. Sponsor reserves the right to substitute a Prize, in whole or in part, for one of equal or greater value. All federal, state, provincial, municipal, and local taxes are solely the responsibility of Prize winner.

Winning Odds:

The odds of winning the Prize(s) depend on the total number of eligible Entries received.

Selection of Winner:

During the Blue Wahoos game on August 29, 2025 Sponsor will select one (1) entry at random drawing among all valid entries received during the Sweepstakes Entry Period as the potential Prize winner on or about the 7th inning. The winner is anticipated to be announced after the game, pending confirmation of the winner meeting the eligibility requirements. The potential winner is not required to be present at the drawing to be eligible to win.

In the event of a weather-related or other cancellation of the Blue Wahoos game on August 29, 2025, the potential Prize winner will be drawn the following day on August 30, 2025. The winner will be contacted by the Sponsor to confirm that the winner meets eligibility requirements.

Winner(s) will be notified according to the contact information provided to the Sponsor at the time of the entry. Potential Winners must respond to the potential Winner notification within 30 days. If a potential Winner fails to respond to the notification email within the 30-day period, the potential Winner may be disqualified and, in such instances, will forfeit any claim to any of the Prizes(s) and Sponsor may, at its discretion, select an alternate potential Prize winner from all remaining valid Entries.

In order to collect his or her Prize(s), a Prize winner must sign and deliver to the Sponsor: (a) a sworn affidavit of eligibility in accordance with these Rules and

Applicable Laws, including, without limitation, that he or she is at least 18 years old; (b) such written information as is required by any applicable tax and/or property or vehicle title or registration laws, including, without limitation, his or her Social Security Number; (c) proof of identity in forms satisfactory to the Sponsor showing that the person claiming the Prize(s) is the same person who is named on the winning entry and (d) a signed Liability and Publicity Release.

The winner of the Prize(s) authorizes the Sponsor to report the award of the Prize(s) in accordance with applicable law. Prize winners must pick up their Prize(s) or arrange for delivery of their Prize(s), except the Sponsor will deliver cash Prizes to Prize winners by U.S. mail, wire transfer, or other mutually acceptable means.

All non-stated options and features of the Prize are in Sponsor's discretion and subject to availability. Prize winner must provide proof of insurance and a valid driver's license in order to receive the Prize. For purposes of federal taxes, the net fair market value of a Prize, plus any published cash award applied toward the tax requirement, as of the date Prize winner receives the Prize, will determine the net fair market value of the Prize, not the approximate current retail value of the Prize. Prize winner is solely responsible for all taxes resulting from winning a Prize, including all federal, state, and local, taxes, fees, assessments, sales tax, and other similar charges.

Winner's List:

Entrants may request the name of the winner or winners by sending a request entitled "Name of Winners" and a self-addressed stamped #10 envelope to: 351 W. Cedar Street Pensacola, FL 32502.

Publicity:

Acceptance of the Prize(s) constitutes permission for the Sponsor and/or its designees to use the Prize winner's name, hometown, photograph, testimonial, or other likeness and/or Prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising, and/or publicity purposes in any media, now or hereafter known, throughout the world in perpetuity, without compensation or notice to, or further consent of, the Prize winner, to the extent permitted by law.

General Terms and Conditions and Limitation of Liability:

BY ENTERING THIS SWEEPSTAKES, ENTRANTS ACCEPT AND AGREE (1) TO BE BOUND BY THE ENTIRE OFFICIAL RULES, LIMITATIONS AND RESTRICTIONS SET FORTH IN THESE OFFICIAL RULES; (2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS; (3) THAT THEIR NAMES AND/OR LIKENESSES MAY BE DISCLOSED TO AND USED BY THE NEWS MEDIA AND MAY OTHERWISE BE USED BY THE SPONSOR FOR PUBLICITY PURPOSES; AND (4) THAT ENTRANT'S ENTRY IN THE SWEEPSTAKES SHALL BE GOVERNED BY THESE OFFICIAL RULES. OTHER RULES AND REGULATIONS MAY APPLY. ENTRY INTO THE SWEEPSTAKES DOES NOT MEAN THAT AN ENTRANT HAS WON OR WILL WIN THE PRIZE(S). PLEASE CONTACT THE SPONSOR IF YOU HAVE ANY QUESTIONS. THE SPONSOR'S INTERPRETATION AND APPLICATION OF THE RULES AND REGULATIONS SHALL BE FINAL.

BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT RELEASES THE SPONSOR, BLUE WAHOOS, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS, VOLUNTEERS, OR REPRESENTATIVES ("RELEASED PARTIES") FROM ANY AND ALL LIABILITY FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND CAUSED BY PARTICIPATING IN THE SWEEPSTAKES OR WINNING ANY PRIZE OR RESULTING FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, AND THE WINNER AGREES TO INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND ARISING FROM, IN CONNECTION WITH, OR AS A RESULT OF PARTICIPATING IN THE SWEEPSTAKES OR THE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

The Prize winner or winners assume all fees, local, state and federal taxes (including, but not limited to, income taxes based on the value of the Prize(s), financing costs (including, but not limited to, closing costs, title insurance, and transfer tax and fees)). The Released Parties take no responsibility for any tax liabilities. Consult your tax advisor. This Sweepstakes is void where prohibited by law, and all federal, state and local laws and regulations apply.

AN ENTRANT'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH BY THE RELEASED PARTIES SHALL BE LIMITED TO THE RETURN OF THE DONATION (IF ANY) FOR HIS OR HER SWEEPSTAKES ENTRIES. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO ANY PARTY FOR ANY LOSS OR INJURIES TO EARNINGS, PROFITS OR GOODWILL, OR FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY PERSON OR ENTITY WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The Prize(s) will be transferred to the Prize winner(s) **"AS IS, WHERE IS, AND WITH ALL FAULTS."** THE RELEASED PARTIES DO NOT PROVIDE ANY GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE PRIZE OR PRIZES AND ACCEPTS NO LIABILITY OR RESPONSIBILITY REGARDING THE CONSTRUCTION OR CONDITION OF THE PRIZE OR PRIZES. THE RELEASED PARTIES DO NOT WARRANT THAT THE PRIZE OR PRIZES ARE OF MERCHANTABLE QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. NO EXPRESS WARRANTIES ARE GIVEN AND NO AFFIRMATION OF THE RELEASED PARTIES BY WORDS AND/OR ACTIONS WILL CONSTITUTE A WARRANTY. PRIZES CANNOT BE TRANSFERRED, SOLD, SUBSTITUTED, OR REDEEMED FOR CASH BY THE WINNER(S). THE SPONSOR RESERVES THE RIGHT TO SUBSTITUTE A PRIZE OF COMPARABLE OR GREATER VALUE IN THE SPONSOR'S SOLE DISCRETION. PRIZE MAY BE SUBJECT TO AVAILABILITY RESTRICTIONS IN CERTAIN JURISDICTIONS BASED ON LICENSING, IMPORT, MANUFACTURING CONSTRAINTS OR DISTRIBUTION REGULATIONS OR OTHER LEGAL RESTRICTIONS. IN SUCH CIRCUMSTANCES, THE WINNER MAY BE REQUIRED TO ACCEPT A CASH ALTERNATIVE.

BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:

Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees as follows:

Binding Arbitration Agreement. Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Sweepstakes, including but not limited to Prize awarded, shall be resolved through final, binding arbitration. Entrant specifically agrees that, except as otherwise provided herein, entry into the Sweepstakes waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including [JAMS Consumer Arbitration Minimum Standards](#). If JAMS' criteria are met by the nature of the dispute, the Entrant agrees that the arbitration shall be conducted under [JAMS Streamlined Arbitration Rules & Procedures](#). Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will be selected by the Sponsor.

Neither Entrant nor Sponsor shall be permitted to obtain awards, and all parties hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of your relationship with us.

Extended Disputes. Notwithstanding the binding arbitration requirement set forth in this section, Entrant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration

proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

One-Year Time Limit to Raise Disputes or Claims. You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Sweepstakes, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. BOTH ENTRANT AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. All disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Location of Arbitration. Entrant may choose to have the arbitration conducted by video conference technology such as Zoom or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place Escambia County, Florida.

Governing Law:

These Official Rules and any disputes between us shall be governed by the laws Escambia County, Florida without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Escambia County, Florida.

Severability:

In the event any provision of these Official Rules or Arbitration Agreement are determined to be void or unenforceable, such determination shall not affect the remainder of these terms, which shall continue to be in force.

For information or inquiries regarding this Sweepstakes, contact:

Jonathan Griffith at info@bluewahoos.com