

# JAGUARS SE7ENS CUP 2018

## TERMS AND CONDITIONS

### 1. Introduction

- 1.1 This document is intended to, and does, set out the Terms and Conditions which apply to: (i) the Jacksonville Jaguars Se7ens Cup tournament event on certain dates in September 2018 and October 2018 at the locations identified at [www.jagscampandacademy.com/tournament](http://www.jagscampandacademy.com/tournament) (the “Event”); and (ii) any and all persons participating in the Event or any part of it (hereinafter a “Participant” or “You”).
- 1.2 All Participants taking part in the Event will be provided with a copy of this document, which must be read carefully and signed by the Participant to confirm his/her agreement to be bound by the Terms and Conditions set out below.
- 1.3 Any Participant who does not understand any one or more of the Terms and Conditions set out in this document should seek clarification from the Event Operator (as defined below) before signing this document. Any Participant who does not accept any one or more of the Terms and Conditions set out below should not sign this document.
- 1.4 In this document:
- (a) any reference to a particular law is a reference to such law as it is in force for the time being, taking account of any amendment, extension, application or re-enactment, and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made pursuant to it;
  - (b) any reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
  - (c) reference to a Participant, Participants or the undersigned Participant is, unless the context requires otherwise, to you, the person signing this document and any warranties, representations and/or undertakings described as being given by a Participant or by Participants, are deemed to be given by you;
  - (d) any reference to the words include(s) or including shall be deemed to have the words “without limitation” following them, whether expressly stated or not;
  - (e) “Event Operator” shall mean Union Jax, LLC, a Delaware USA limited liability company registered in the United Kingdom under Company Number FCO33438. Any reference to Jacksonville Jaguars LLC, Union Jax, LLC, or the Event Operator shall also extend to any persons engaged or employed by them, whether in connection with the Event or otherwise (as defined below);
  - (f) save as expressly set out herein, any reference to a clause or schedule is a reference to a clause of, or schedule to, this document;
  - (g) words in this document imparting gender include every gender, and words imparting a singular number include the plural and vice versa, where relevant; and
  - (h) clause, schedule and paragraph headings in this document do not affect the interpretation of this document and/or its Terms and Conditions.

### 2. Participation

- 2.1 The Event is a private function organised and operated by the Event Operator, in which individuals registered their interest in enrolling onto the Se7ens Cup tournament by completing an online form via the Event Operator’s website at

[www.jagscampandacademy.com/tournament](http://www.jagscampandacademy.com/tournament). The Event Operator reviewed the registrations of interest and invited a limited number of individuals to enrol onto the Se7ens Cup tournament and become Participants, subject to their agreement to the Terms and Conditions contained in this document.

- 2.2 In order to participate in the Event, all Participants must ensure that:
- (a) they meet all of the eligibility criteria (see clause 3 below);
  - (b) their designated Team liaison make full payment of an enrolment fee of £200.00 per Team (the “**Enrolment Fee**”) to the Event Operator by no later than 6 August 2018, which will cover a small proportion of the Event Operator’s expenses in organising and operating the Event; and
  - (c) they have provided a signed copy of these Terms and Conditions to the authorized representative of Event Operator by no later than 6 August 2018.
- 2.3 Any individual who is invited to enrol onto the Se7ens Cup tournament but who fails to pay the Enrolment Fee and sign and return these Terms and Conditions by the day of the Event shall be deemed to have automatically forfeited his/her place on the Se7ens Cup tournament and the Event Operator shall be entitled (but not obliged) to offer his/her place to another individual.
- 2.4 Participants acknowledge and agree that the Enrolment Fee shall be paid to and processed by the Event Operator. Save in circumstances where the Participant becomes properly entitled to a full or partial refund under clause 10 below and/or as otherwise expressly set out in this document, Event Operator shall not be liable in any way to the Participant arising out of or in connection with its processing of the Enrolment Fee.

### 3. Eligibility

- 3.1 In order to be eligible to participate in the Event, all Participants must as a minimum (and without prejudice to the warranties given in clause 5):
- (a) speak and understand English;
  - (b) be a minimum age of 18 years old;
  - (c) be a legal resident of the United Kingdom or member country of the European Union (proof of residency may be required upon Event Operator’s request);
  - (d) have no previous history of head trauma, with or without loss of consciousness, dizziness, slipped disk or hernia; and
  - (e) have no pre-existing or underlying heart condition, respiratory condition or other serious medical condition that would inhibit Participant’s ability to participate in the Event.
- 3.2 If it becomes apparent to a Participant and/or the Event Operator at any point prior or during the Event that a Participant does not meet any of the eligibility criteria, the Event Organiser reserves the right to refuse to permit such Participant to participate in the Event, or any part of it. In such circumstances, the Participant shall not be entitled to any refund or other form of compensation.
- 3.3 Participants with Canadian Football League or National Football League experience are not permitted to participate in the Event. College level experience is permitted.

### 4. The Event

- 4.1 The Event is a multi-day flag football tournament event organised by Union Jax, LLC (the “**Event Operator**”), which will primarily take place on the facility premises as set forth on [www.jagscampandacademy.com/tournament](http://www.jagscampandacademy.com/tournament) on 1 September 2018 in London (the “London

Event”) and on 15 September 2018 in Manchester (the “Manchester Event”). Teams may participate in either the London Event or the Manchester Event. The exact locations of the Event in London and Manchester shall be determined by Event Operator. The final round of the Event will take place on either 18 October 2018 or 26 October 2018, at a time and location to be determined by Event Operator. The London Event, Manchester Event and final round of the tournament are hereinafter collectively referred to the “Event Period”.

4.2 Participants acknowledge and agree that in participating in the Event:

- (a) they shall be requested to attend the event location(s) as determined by the Event Operator on the days and at the times determined by the Event Operator as set forth at [www.jagscampandacademy.com/touranment](http://www.jagscampandacademy.com/touranment);
- (b) although the Event is not intended to comprise full-contact physicality and/or competitive flag football matches, some of the flag football activities may include physical activity involving high impact with objects and/or persons which will inevitably create a risk to Participant’s health and well-being; and
- (a) the Event will involve rigorous physical activity and a significant level of physical exertion. Whilst the Event Operator will take reasonable steps to ensure the safety and wellbeing of all Participants in the Event, Participants will not be obliged nor required to undertake any particular physical activity or exertion against their will. Participants take part in the Event entirely at their own risk and they acknowledge that they may, at any stage, refrain from:
  - (i) taking part in any element of the event activities; and/or
  - (ii) taking part in any other physical and/or mental element of the Event; and/or
  - (iii) completing the Event or any part of the Event.

**For further information about the health risks to Participants in taking part in the Event, please refer to paragraphs 5 and 6 below, entitled “Medical” and “Consent, Waiver and Liability” respectively”.**

4.3 During the Event Period, Participants will be provided with:

- (a) beverages available for purchase, the nature of which shall be determined by the Event Operator at its absolute discretion; and
- (b) attire and equipment required in order for the Participants to take part in the event, the nature of which shall be determined by the Event Operator at its absolute discretion.

4.4 Participants will be fully responsible for their own travel costs and expenses in travelling to and from the Event, without contribution from the Event Operator.

4.5 The winning teams from the regional tournament must use best efforts to use the same Participants in the final round.

- (a) If a Participant is injured or unable to play in the final round, such Participant may be replaced by another Participant.

4.6 Each Participant on the winning team in the final round of the Event shall win a trip to the 2019 National Football League Super Bowl scheduled to be played on 3 February 2019 in Atlanta, Georgia, USA, which includes the following:

- (a) Round-trip economy class air transportation tickets from London, United Kingdom to Atlanta, Georgia, USA; three (3) nights’ hotel accommodation (double occupancy) in a hotel in the greater Atlanta, Georgia area designated by Event Operator; and one (1) ticket to the 2019 Super Bowl (exact ticket locations and all flight and accommodation scheduling shall be determined by Event Operator).

- (b) Unused tickets cannot be refunded, exchanged or applied towards tickets for any other event or for cash. Tickets are subject to certain terms and conditions as specified thereon. Participants must comply with all venue rules and regulations and are responsible for all costs and expenses incurred with the Super Bowl trip, except as expressly provided herein. Failure to comply with these terms may result in forfeiture of such portion of the Super Bowl Trip. To claim the Super Bowl trip, each Participant must have a valid Passport and Visa (ESTA) to enter the United States. If Participants do not currently have a valid Passport and Visa (ESTA) to enter the United States, they will be solely responsible for any and all costs in obtaining such documents prior to travel.
- (c) Participants who are replaced by another Participant in the final round of the Event are ineligible to receive a trip to the Super Bowl; only the winning Participants who competed in the final round will receive a trip to the Super Bowl; the Super Bowl trip is non-transferable. Where the Super Bowl trip is unavailable in full or in part, Event Operator reserves the right to substitute the trip for another prize of comparable or greater value, at its absolute discretion. In this event, Event Operator shall have no liability to the winning Participants arising out of or in connection with the substitution of the trip. The winning Participants are solely responsible for any and all costs or fees associated with acceptance and/or use of the trip not specified herein as being awarded including, without limitation, any applicable taxes, ground transportation, meals, gratuities, luggage fees, hotel incidentals and souvenirs.
- (d) If there are only seven (7) Participants on the winning team at the final round, only seven (7) will go to the Super Bowl. No Participant under 18 years old will be permitted to advance to the Super Bowl.

## **5. Medical**

5.1 The undersigned Participant hereby warrants, represents and undertakes to the Event Operator that:

- (a) he/she is over 18 years of age;
- (b) he/she is in good health and is free from all illnesses, injuries and ailments (including any mental and/or physical injury or condition) that could in any way interfere with his/her own and/or others' safe participation in, and enjoyment of, the Event;
- (c) he/she has provided the Event Operator with the full details of any of his/her pre-existing or previous mental or physical injuries or conditions (including sporting injuries, mental disorders, dietary requirements or allergies) which could in any way interfere with his/her own and/or others' safe participation in, and enjoyment of, the Event; and
- (d) he/she will, on an ongoing basis throughout the Event Period, immediately notify the Event Operator of any injury, illness or condition suffered by him/her, including where he/she feels that his/her ability to continue with, or participate safely in, the Event is in any way compromised by mental or physical tiredness, fatigue or any other condition.

5.2 The undersigned Participant further acknowledges and agrees that, where he/she suffers any personal injury as a result of his/her participation in the Event:

- (a) he/she shall immediately notify the Event Operator of the full details of such injury, including when, where and how it occurred; and
- (b) he/she expressly agrees and acknowledges that first aid, emergency first aid and/or other medical treatment may be administered to him/her by the Event Operators and/or their nominees; and
- (c) he / she shall not be entitled to a refund of any portion of the Enrolment Fee.

## **6. Consent, Waiver and Liability**

- 6.1 The undersigned Participant accepts and assumes all risks (both known and unknown to him/her and/or the Event Operator) which are in any way associated with his/her participation in the Event. In particular, the Participant understands that his/her participation in the Event will involve inherent and unavoidable risks to him/her, including the risk of:
- (a) personal injury, including serious and/or permanent injury and including death; and/or
  - (b) loss or damage to personal property.
- 6.2 In consideration for the Event Operator's agreement to allow the undersigned Participant to enrol on the Se7ens Cup tournament, take part in the Event and provide the Participant with equipment and beverages during the Event Period, the undersigned Participant understands, agrees and acknowledges that, by signing this document, he/she waives, releases and discharges to the fullest extent possible, the Event Operator, Jacksonville Jaguars, LLC, Fulham Football Club Limited, the entity that owns or operates the facility premises hosting the Event, the NFL Entities (as defined herein), and each of their respective owners, members, managers, officers, directors, employees, agents and the personnel working the Event from any and all claims, threatened claims, actions, liabilities and/or causes of action of any kind (save for those relating to any personal injury or death suffered by the Participant which is caused by the negligence of the Event Operator) which the Participant and/or any of his/her kin, successors, executors, administrators, agents or assigns may have now or which may accrue (whether directly or indirectly) in the future as a result of his/her participation in the Event (or any part of the Event) and/or in connection with any of the risks identified in paragraph 6.1 above or any other risks. "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 Jacksonville 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 Jacksonville Jaguars collectively) and each and all of their respective affiliates, subsidiaries, successors and assigns.
- 6.3 Subject to paragraph 6.2:
- (a) the maximum aggregate liability of the Event Operator to the undersigned Participant (including his/her kin, successors, executors, administrators, agents or assigns) whether in contract, tort (including negligence), breach of statutory duty or otherwise, will under no circumstances exceed an amount equivalent to the Enrolment Fee; and
  - (b) the Event Operator shall have no liability to the undersigned Participant for loss of business, use, profit, anticipated profit, contracts, revenues, goodwill or anticipated savings, consequential, special or indirect loss or damage.
- 6.4 Save as set out above in this clause 6, the undersigned Participant shall be liable for any damage to any persons (including other Participants), property, accommodation or equipment which arises out of or as a result of the acts or omissions of the undersigned Participant during the Event Period.
7. Insurance
- 7.1 The Event Operator maintains third party liability insurance for the Event. However, the Event Operator does NOT maintain any insurance which covers injury or loss sustained by the undersigned Participant arising out of or in connection with the acts or omissions of other Participants.
- 7.2 It shall be the responsibility of the undersigned Participant to take out and maintain adequate levels of insurance to cover his/her travel, accommodation and participation in the Event.

## **8. Data, Images and Intellectual Property**

- 8.1 The undersigned Participant understands that in participating in the Event, the Event Operator may request certain personal information about him/her, including his/her name and address details and other information sought or given as part of my registration for the Event. Any personal information that a Participant provides to the Event Operator will only be used and recorded in accordance with the Data Protection Act 1998, and/or, to the extent applicable, the General Data Protection Regulation.
- 8.2 The Event Operator may also use such personal information (other than medical or other sensitive information) for the purposes of informing the Participant about relevant news, events, offers and promotions of the Event Operator and/or its sponsors, group companies, associated companies and partners from time-to-time. If the undersigned Participant decides at any point that he/she no longer wish to receive messages of this nature, he/she should send the Event Operator an email to [unionjax@jaguars.com](mailto:unionjax@jaguars.com). Alternatively, the Participant may click “unsubscribe” at the bottom of any of the emails that he/she receives.
- 8.3 The undersigned Participant hereby irrevocably grants to the Event Operator and its parent company, and their respective affiliates an unlimited royalty-free right to photograph and record Participant’s participation in the Event (including at the Super Bowl trip and in connection with all travel and events associated therewith) and to subsequently use such photographs and/or recordings (“**Participants’ Details**”) to advertise and promote the business and activities of the Event Operator in any media throughout the world whether known now or hereafter existing and in perpetuity. In granting such permission, the Participant expressly acknowledges and agrees that the Event Operator is not required to make use of Participants’ Details, nor will the Participant be entitled to any payment or benefits as result of any use of Participants’ Details by them (or any one of them).
- 8.4 The undersigned Participant hereby waives in perpetuity any moral rights he/she may have in the Participants’ Details under the Copyright, Designs and Patents Act 1988 or under or pursuant to any similar act or provision in any other jurisdiction and he/she undertakes not to apply to enjoin or restrain the use of the Participants’ Details in any advertising or promotion by the Event Operator, whether now or in the future.

## **9. Health and Safety**

- 9.1 The undersigned Participant agrees to wear all protective clothing and equipment supplied by the Event Operator (if any) and comply with any and all instructions given by the Event Operator, or its nominees from time-to-time during the Event, including as to how any element of flag football activities should be carried out or as to any health and safety measures which Participants must adhere to, including emergency and fire drills and emergency assembly points.
- 9.2 If, during the Event Period, the Event Operator deems that any Participants are:
- (a) unable to adhere to or have not adhered to instructions or health and safety rules;
  - (b) behaving in an inappropriate or unacceptable manner; or
  - (c) under the influence of alcohol and/or drugs;

the Event Operator reserves the right to curtail or end his/her participation in the Event, in which case he/she will not be entitled to a refund or any other compensation.

## **10. Cancellation**

- 10.1 The Event Operator reserves the right to cancel the Event. In such circumstances, the Participant shall be given no less than 14 days’ notice and will be given priority booking for a future similar event. If an alternative date is unsuitable or unwanted, a full refund of the Enrolment Fee will be provided.

10.2 In the event that any designated Team liaison Participant cancels his/her Team's place in the Event, cancellation charges shall apply. The Event Operator shall be entitled to retain the following amounts from the Enrolment Fee paid by a Participant, based on the date the Event Operator receives written notification of any cancellation:

- (a) cancellation less than 21 days prior to the Event: 100% of the Enrolment Fee (No refund); and
- (b) cancellation more than 21 days prior to the Event: 50% of the Enrolment Fee (50% refund).

## 11. Force Majeure

11.1 The Event Operator will not be liable for any failure or delay in performance of the Event arising from or attributable to acts, events, omissions or accidents beyond its reasonable control. This includes but is not limited to acts of God, fire, explosion, natural disaster, flood, war, terrorist attack, threats of terrorism, any government act, interruption or failure in the power supply or labour dispute.

11.2 Should any of the above occur, the Event Operator reserves the right to cancel the Event, in which event any affected Participants will be given priority booking for a future event, where possible.

## 12. Changes to the Event

Whilst the Event Operator takes every care to ensure that the Event will follow the programme as notified to Participants, the nature of the programme means that it may be subject to change. The Event Operator reserves the right to make amendments to any part of the schedule and/or services provides as considered reasonably necessary in the absolute discretion of the Event Operator.

## 13. General

13.1 These Terms and Conditions represent the entire agreement between the Event Operator and the undersigned Participant with respect to the Event.

13.2 Any part of these Terms and Conditions which is found to be invalid or unenforceable shall be deemed replaced with such provision which is as near to the intent of the original provision as possible but which is not invalid or unenforceable.

13.3 Any variation to these Terms and Conditions shall only be valid if agreed by an authorised representative of the Event Operator in writing.

13.4 These Terms and Conditions are governed by, and construed in accordance with, the laws of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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Signed by the Participant to acknowledge his/her understanding and acceptance. By signing below the Participant acknowledges that he/she **has read this document and understands that by signing it, he/she is giving up his/her legal rights and remedies (on his/her behalf and on behalf of his/her kin, successors, executors, administrators, agents or assigns).**

Signature \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_