

Notre Dame Global Partnerships Deserve Disclaimers

Terms for experiences:

To be eligible for the applicable Notre Dame Deserve Cardholder Experience (each individually referred to herein as an "**Event**"), you must be an active Notre Dame Deserve Cardholder. However, your status as a Notre Dame Deserve Cardholder does not guarantee entry into the Event, and entry may be denied subject to Notre Dame Global Partnerships' ("**NDGP**") sole discretion. Your ability to attend the Event is subject to availability and may be modified or cancelled at any time without notice. By attending the Event, you agree that: 1) you are solely responsible for any injury whether caused by you or done to your person or property, 2) you will indemnify, defend, and hold harmless Legends Hospitality, LLC, Legends/JMI Rights Holders, LLC, JMI Sports LLC, and each of their respective officers, directors, shareholders, affiliates, subsidiaries, and parents from and against all losses, costs, and damages suffered in connection with your violation of any laws, rules, regulations, policies, or procedures in effect at the stadium, arena, or other facility (including virtual events such as Zoom meetings) where the Event is taking place. The time, place, duration, and if applicable, guests and/or hosts of the Event are subject to change without notice, in NDGP's sole discretion. The Notre Dame Deserve Cardholder terms and conditions discussed herein govern your ability to attend each Event and may be modified at any time, in NDGP's sole discretion without notice. Your use of the Card or entrance to the Event after such modification constitutes an acceptance of the modified terms and conditions. If any provision of these terms and conditions is prohibited by or under the laws of any jurisdiction found to be unlawful, void or for any reason unenforceable, then that provision shall be, as to said jurisdiction, deemed severable from the remainder of the terms and shall not affect the validity and enforceability of any remaining provisions.

Terms for merchandise/gifts:

To be eligible for the Notre Dame Global Partnerships ("**NDGP**") offering item (the "**Offering Item**"), you must be an active Notre Dame Deserve Cardholder. However, your status as a Notre Dame Deserve Cardholder does not guarantee eligibility to receive the Offering Item, which shall be determined by NDGP in its sole discretion. The Offering Item is subject to availability and may be modified or cancelled at any time without notice. Neither Legends/JMI Rights Holders, LLC nor NDGP make any representations or warranties of merchantability or fitness for particular purpose in the Offering Item, including its authenticity. By claiming the Offering Item, you agree that: 1) you are solely responsible for any injury whether caused by you or done to your person or property with the Offering Item, 2) you will indemnify, defend, and hold harmless Legends Hospitality, LLC, Legends/JMI Rights Holders, LLC, JMI Sports LLC, and each of their respective officers, directors, shareholders, affiliates, subsidiaries, and parents from and against all losses, costs, and damages suffered in connection with your claiming of the Offering Item. The Offering Item may not be exchanged or redeemed for cash. All of the Notre Dame Deserve Cardholder terms and conditions discussed herein govern your ability to claim the Offering Item and may be modified at any time, in NDGP's sole discretion and without notice. Your use of the Card or attempted claim of the Offering Item after such modification constitutes an acceptance of the modified terms and conditions. If any provision of these terms and conditions is prohibited by or under the laws of any jurisdiction found to be unlawful, void or for any reason

unenforceable, then that provision shall be, as to said jurisdiction, deemed severable from the remainder of the terms and shall not affect the validity and enforceability of any remaining provisions.

Terms for Notre Dame Deserve Card Scholarship Donation Contest:

These are the official terms and conditions (“**Terms and Conditions**”) of the 2021 Notre Dame Deserve Card Scholarship Donation Contest (“**Contest**”). Any donations made by Legends/JMI Rights Holders, LLC (hereinafter “**Notre Dame Global Partnerships**” or “**NDGP**”) pursuant to this Contest shall be used solely for the local scholarship fund of the recipient Notre Dame Alumni Club (each, a “**Club**”) as further described herein. The Contest period shall begin on June 7, 2021 and shall end on June 7, 2022. This Contest is void where prohibited or restricted by law and is subject to all federal, state, local, and municipal laws and regulations of the United States, including those of each state and municipality in which a participating Club sits.

ELIGIBILITY: This Contest is open only to Clubs holding an active 501(c)3 tax exempt status and their participating members ages Eighteen (18) and older. Clubs must meet the minimum requirements as further described below in order to be eligible to win a Donation.

CONTEST PARTICIPATION AND DONATION DISTRIBUTION: Member of each Club shall attempt to register and activate as many new Notre Dame Deserve Cards as possible via a custom URL provided by Notre Dame Global Partnerships. Each new registration and activation (which shall jointly be considered a signup) shall count as one (1) Deserve Card tallied to the Club’s total count.

Each Club shall be classified into one of seven (7) tiers based on size: AA, A, B, C, D, E, and F, with AA being the largest in membership and F being the smallest. The minimum number of new Deserve Cards that must be activated to qualify as a participating club and be eligible for a potential Donation is as follows:

- Forty (40) for tiers AA and A;
- Thirty (30) for tiers B and C;
- Twenty (20) for tiers D, E, and F.

Any Club that fails to register and activate the minimum required number of Deserve Cards applicable to its respective tier will not be eligible to win a Donation. If less than three (3) Clubs in a tier meet the minimum required activation and registration threshold applicable to the tier, then NDGP shall not be obligated to donate to those Clubs who came in first, second, or third, but failed to meet the minimum required number of activations and registrations. Rather, NDGP shall only be obligated to donate to those Clubs, if any, that meet the minimum activation and registration thresholds as described above.

The approximate retail value of this Contest is Forty-Two Thousand Dollars (\$42,000.00). NDGP shall donate a maximum aggregate of Forty-Two Thousand Dollars (\$42,000.00) across all seven tiers of Clubs, with Six Thousand Dollars (\$6,000.00) to be awarded across the first, second, and third place Clubs in each tier. The monetary breakdown of NDGP’s donation in each tier shall be as follows:

- Three Thousand Dollars (\$3,000.00) to the Club with the greatest number of new Deserve cards registered and activated;

- Two Thousand Dollars (\$2,000.00) to the Club with the second greatest number of new Deserve cards registered and activated;
- One Thousand Dollars (\$1,000.00) to the Club with the third greatest number of new Deserve cards registered and activated.

The Clubs that either 1) do not qualify based on the minimum registration and activation requirement, or 2) placed fourth (4th) or lower in total signups in their tier shall not receive a donation from NDGP and shall have no right or claim to any such donation. The number of new Deserve Cards registered and activated by each Club is subject to a determination and confirmation by NDGP in its sole and final discretion. While each participating Club must be a 501(c)3 tax exempt organization, NDGP reserves the right to furnish each applicable winning Club with an Internal Revenue Service 1099 Form in accordance with applicable federal law.

INDEMNIFICATION: Clubs and their members agree to indemnify, defend, and hold harmless Legends Hospitality, LLC, Legends/JMI Rights Holders, LLC, JMI Sports LLC, and each of their respective officers, directors, shareholders, affiliates, subsidiaries, and parents from and against all losses, costs, and damages suffered in connection with the Club or Club members' violation of any applicable laws, rules, regulations, policies, or procedures that have been outlined in these Terms and Conditions.

By participating in this Contest, Clubs unconditionally agree to be bound by and have followed these Terms and Conditions, and NDGP's decisions, which are final and binding in all matters related to the Contest. Being selected as a Donation winner is contingent upon fulfilling all requirements set forth herein.

If any provision of these Terms and Conditions is prohibited by or under the laws of any jurisdiction found to be unlawful, void or for any reason unenforceable, then that provision shall be, as to said jurisdiction, deemed severable from the remainder of the terms and shall not affect the validity and enforceability of any remaining provisions.