

WIN YOUR WAY TO THE 2024 UPPER DECK NHL DRAFT SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. WINNERS (DEFINED BELOW) MUST RESPOND TO THE WINNER NOTIFICATION(S) FROM SPONSOR (DEFINED BELOW) AND COMPLETE AND EXECUTE A WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT (“RELEASE”) AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY SPONSOR OR THE PRIZE (DEFINED BELOW) MAY BE FORFEITED IN SPONSOR’S SOLE DISCRETION. ANY TERMS DEFINED IN THE RELEASE SHALL BE THE SAME AS THOSE DEFINED IN THE RULES. BY ENTERING THIS SWEEPSTAKES (DEFINED BELOW), YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS SWEEPSTAKES. THIS SWEEPSTAKES INCLUDES CANADA AND THE UNITED STATES OF AMERICA (“USA”) BUT EXPRESSLY EXCLUDES PUERTO RICO AND ALL OTHER USA TERRITORIES AND POSSESSIONS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. NAME OF SWEEPSTAKES:

Win Your Way to the 2024 Upper Deck NHL Draft Sweepstakes (“Sweepstakes”).

2. SWEEPSTAKES OVERVIEW:

In order to participate in the Sweepstakes during the Entry Period (defined below), Entrants (defined below) must complete the entry requirements as defined herein. All Entrants must be at least eighteen (18) years old and the age of majority in the state in which he/she/they reside (if a legal resident of the USA) or in his/her/their province or territory of residence in Canada (if a legal resident of Canada) as defined in Section 5 below. The Sweepstakes will operate on the WIT Contests website located at <https://web.witcontests.com/upperdeck/sweepstakes/win/win-your-way-to-the-2024-upper-240515> (“Sweepstakes Website”) and subject to the Sweepstakes Website’s terms of use located at <https://witcontests.com/terms#terms> (“Terms and Conditions”) and privacy policy located at <https://witcontests.com/terms#privacy> (“Sweepstakes Website Privacy Policy”).

3. SPONSOR:

This Sweepstakes is sponsored by The Upper Deck Company located at 5830 El Camino Real, Carlsbad, California 92008 (“UDC” or “Sponsor”).

4. ENTRY PERIOD:

Entrants must submit an Entry (defined below) beginning on May 15, 2024 at 9:00 am Pacific Time (“PT”) through May 31, 2024 at 11:59:59 pm PT (“Entry Period”).

5. ELIGIBILITY:

- a. **Who May Enter:** The Sweepstakes is open and offered only to legal residents of (a) the fifty (50) states of the USA (including Washington D.C. but excluding Puerto Rico and all other USA territories and possessions) and (b) the provinces and territories of Canada who are at least eighteen (18) years old and the age of majority in the state, province, or territory in which he/she/they reside if the age of majority in that state, province, or territory is greater than eighteen (18) years old. Officers, directors, employees, representatives and agents of UDC, its affiliates and third-party licensors including, without limitation, National Hockey League Players’ Association (“NHLPA”), the National Hockey League (“NHL”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “NHL Entities”) and their related entities, National Hockey League Alumni Association, American Hockey League, Professional Hockey Players’ Association, Canadian Hockey League, Hockey Canada, National Basketball Association, National Basketball Players’ Association, Think450, Canadian Football League, Canadian Football League Players’ Association, University Of North Carolina, Hockey Hall of Fame, 20th Century, Marvel, Disney, Warner Brothers, Miramax, All-Elite Wrestling, Blizzard, The Overwatch League, and their respective immediate families (i.e., parent, child, sibling or spouse) and/or household members (whether related or not) and any other persons or entities associated with these licensors or

involved in the development, production, implementation, administration or fulfillment of the Sweepstakes (collectively, the “Licensors”), are ineligible to enter or win. Void where prohibited by law.

- b. **Entrant Eligibility:** In order to be eligible as an entrant in the Sweepstakes (“Entrant”), an individual who meets the eligibility requirements herein must (1) read, agree, and comply with these Rules, the Upper Deck Privacy Policy located at [UDC Privacy Policy.pdf \(upperdeck.com\)](#) (“Privacy Policy”), and, if applicable, the Terms and Conditions and Sweepstakes Website Privacy Policy; (2) submit an acceptable Entry during the Entry Period; and (3) irrevocably consent to Sponsor’s perpetual, worldwide, royalty-free, assignable, sub-licensable license and use of his/her/their name, image, email address, contact information and likeness (collectively, the “Attributes”) for purposes of this Sweepstakes and any subsequent promotional and advertising endeavors.
- c. **Entry Limitations:** Limit one (1) Entry per Entrant; duplicate Entries by an Entrant will be disqualified and removed. Entries and any content therein may be displayed publicly on Sweepstakes Website, Sponsor’s website, [www.upperdeck.com](#) (“Website”), and social media accounts (including, without limitation, Facebook, X (formerly known as Twitter), Reddit, Instagram, and YouTube) in Sponsor’s sole discretion without notice to or approval from Entrant. Entries must be received by Sponsor during the Entry Period to be considered for the Sweepstakes. Proof of an Entry (such as a copied, printed, or saved version of a “thank you” or confirmation message or screen or delivery confirmation by a common carrier) does not constitute proof of actual receipt or acceptance of an Entry into this Sweepstakes. Odds of winning depend on number of eligible Entrants.

6. AGREEMENT TO RULES:

By participating in the Sweepstakes, Entrants agree to abide by and be bound by these Win Your Way to the 2024 Upper Deck NHL Draft Sweepstakes Official Rules (the “Rules”) and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. An Entrant’s eligibility for winning a Prize (defined below) is contingent upon timely fulfilling all requirements set forth herein.

7. HOW TO ENTER:

- a. **Entry Requirements:** In order to participate in the Sweepstakes, each Entrant must (i) read, agree to, comply with, and acknowledge acceptance of the Rules, Privacy Policy, and, if applicable, the Terms and Conditions and Sweepstakes Website Privacy Policy; and (ii) submit an entry (“Entry”) during the Entry Period by: (A) subscribing to Sponsor’s free newsletter, The Upper Deck Company Newsletter (“Newsletter”), by going on the Sweepstakes Website (“Newsletter Entry”), or (B) emailing an original essay to [contests@upperdeck.com](#) identifying the Entrant’s first and last name and describing, with a minimum of one hundred fifty (150) words and a maximum of five hundred (500) words, the Entrant’s favorite NHL player and explanation as to why such player is Entrant’s favorite (“Essay Entry”). By submitting an Entry, Entrant represents and warrants that (X) he/she/they comply/complies with and will continue to comply with the Rules and, if submitting a Newsletter Entry, the Terms and Conditions; (Y) he/she/they is/are eligible to enter into and participate in the Sweepstakes per the Rules; and (Z) the information he/she/they provide/provides in the Entry is true and correct. Entries and acceptance of the Rules, Privacy Policy, and, if applicable, the Terms and Conditions and Sweepstakes Website Privacy Policy, must be received by Sponsor during the Entry Period to be considered for the Sweepstakes.
- b. **Entry Disqualification:** Failure to complete or comply with any portion of these Entry requirements or any violation of the Rules will automatically disqualify Entrant from the Sweepstakes. Entries may not be acknowledged and may be destroyed and/or deleted. Entries that are altered, garbled, or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, without limitation, commercial sweepstakes or sweepstakes subscription notification and/or entering service sites, will be deemed invalid and disqualified from the Sweepstakes. Any attempt made to submit an Entry in excess of the limits herein or otherwise in violation of these Rules by using multiple or false contact information or otherwise may be disqualified. Duplicate Entries will be disqualified and withdrawn.

8. SELECTING THE WINNERS:

On June 3, 2024 at 9:00 am PT, three (3) eligible Entrants will be randomly selected as the winners (collectively, the “Winners” and individually a “Winner”) by Sponsor at Sponsor’s office located at 5830 El Camino Real, Carlsbad, California 92008.

9. PRIZE:

a. Prize Available: Each Prize has an estimated minimum retail value of one hundred thirty dollars and 0/100 (U.S.D. \$130.00) for Day One and an estimated minimum retail value of fifty-six dollars and 0/100 (U.S.D. \$56.00) for Day Two, for a total estimated minimum retail value of one hundred eighty six dollars and 0/100 (U.S.D. \$186.00). The estimated minimum retail value of all Prizes is five hundred fifty-eight dollars and 0/100 (U.S.D. \$558.00). However, it is impossible to establish exact retail values of the Prizes or predict values based on several conditions such as current market conditions.

Winners and Winners’ guests must abide by all venue policies and E-Ticket terms and conditions including, without limitation, any rules or regulations related to COVID-19. Sponsor reserves the right to revoke the full or partial Prize from any Winner or Winner’s guest(s) who Sponsor or venue personnel deem, in their sole discretion, may be intoxicated, be a safety or health risk, have violated any venue policy or law, or bring the Sponsor, the NHL Entities, or their related entities into disrepute.

b. Prize Value: Each Prize has an estimated minimum retail value of one hundred and thirty dollars and 0/100 (U.S.D. \$130.00) for Day One and an estimated minimum retail value of one hundred and thirty dollars and 0/100 (U.S.D. \$130.00) for Day Two, for a total estimated minimum retail value of two hundred and sixty dollars and 0/100 (U.S.D. \$260.00). The estimated minimum retail value of all Prizes is seven hundred and eighty dollars and 0/100 (U.S.D. \$780.00). However, it is impossible to establish exact retail values of the Prizes or predict values based on several conditions such as current market conditions.

c. Receiving the Prize: At 9:30 am PT on June 3, 2024, Sponsor will contact a Winner through his/her/their email address used to submit an Entry to notify Winner of Sponsor’s random selection of him/her/them as a Winner and provide him/her/them with the Release (“Winner Notification”). If Sponsor is unable to send the Winner Notification due to error in the email address provided in a Winner’s Entry, then Sponsor may randomly select an alternate Winner without notice to the original Winner, and the original Winner’s Entry will thereby be deemed void. To receive a Prize, each Winner must execute and return the Release within forty-eight (48) hours of receiving the Winner Notification via email to contests@upperdeck.com. The Release is hereby incorporated into these Rules. Contingent upon Winner’s completion of the aforementioned procedures and Section 10(b), and Sponsor’s receipt of Winner’s completed Release, a Prize will then be sent to Winner within twenty-four (24) hours via the email address identified in the Release. Winners must have a smart phone and a Ticketmaster account to receive the E-Tickets from Sponsor. All E-Tickets will be transferred through the Ticketmaster mobile application and are only accessible through the Ticketmaster mobile application.

d. Prize Disclaimers: Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize or any element thereof, or any Prize that does not reach a Winner because of an incorrect or modified email address or other contact information. If a Winner does not accept an entire Prize, the Prize will be forfeited in its entirety, and Sponsor will have no further obligation with respect to the Prize or the Winner. Sponsor is not responsible for any inability of a Winner to accept or use any Prize for any reason. No Prize substitutions or other consideration will be provided to the Winners, except in Sponsor’s sole discretion. In the event that the Sweepstakes or Draft is canceled or rescheduled for any reason, Sponsor reserves the right and sole discretion to substitute the Prizes or any portion thereof, subject to the terms and conditions of Ticketmaster, for comparable value of the Prizes for any reason, including, without limitation, Prize unavailability or delays or cancellations of the Draft. No more than the stated Prizes will be awarded. Any international, federal, state, provincial and local taxes, as well as any expenses, costs, travel fees or any other fees incurred regarding or related to a Prize are a Winner’s sole responsibility. Sponsor reserves the right to provide alternative consideration to the Winners in Sponsor’s sole discretion.

10. PRIZE CONDITIONS:

a. Prize Release: By accepting a Prize, a Winner agrees to forever release and hold harmless Sponsor and the Released Parties from and against any and all claims, liabilities, suits, cause of actions, losses, damages, disbursements, costs, and expenses arising out of, related to, or connected with the Sweepstakes, Rules, Sweepstakes Website, Website, Newsletter, Entry, Privacy Policy, Sweepstakes Website Privacy Policy, Terms and Conditions, Release, acceptance, receipt, or use or misuse, and/or delivery of a Prize, participation in any Prize-related activity, or Winners' and his/her/their guest's travel to and from and attendance at the Draft. By accepting the Prizes, the Winners acknowledge and agree Sponsor is not responsible to pay for any incidental or other expenses associated with the Prizes, or this Sweepstakes that is not specifically included in the Prizes. Winners will not enter into any settlements or make any admissions on Released Parties' behalf without their prior written consent. Winners acknowledge and agree that their participation in the Sweepstakes, eligibility to receive, and/or receipt of the Prizes are contingent upon their full compliance with the Rules and conditions herein. A Prize is subject to prior verification of eligibility as well as compliance with these Rules. A Prize may not be transferred or assigned. If legitimately claimed, the Prizes will be awarded.

b. Canadian Residents: With respect to Canada, this Sweepstakes is open to legal residents of Canada. For Canadian residents only, in order to be declared a Winner, Winner must first correctly answer a mathematical skill-testing question, which will be emailed to a Winner with the Winner Notification, without mechanical or other aid. If a Winner fails to correctly answer the question, he/she/they will be disqualified and another potential Winner will be randomly selected. Sponsor reserves the right, in Sponsor's sole discretion, to administer an alternate skill test as it deems appropriate or necessary.

11. LICENSE GRANTED:

As a condition of entering the Sweepstakes, each Entrant hereby consents that Sponsor and its Licensors, representatives, affiliates, related parties, and agents may obtain and deliver his/her/their Attributes and other information to third parties for the purpose of administering and marketing this Sweepstakes and complying with applicable laws, regulations and rules. Additionally, by entering into this Sweepstakes, all Entrants hereby represent that they have the authority to grant and hereby grant Sponsor and its Licensors, representatives, affiliates, related parties, and agents an irrevocable, royalty-free, perpetual, worldwide, sub-licensable license to use and feature Entrant's Attributes on Sponsor's and its Licensors', affiliates', and related parties' social media accounts (including, without limitation, Facebook, X (formerly known as Twitter), Reddit, Instagram, and YouTube), websites and blogs or any other medium for advertising and promotional purposes including, without limitation, advertisements for the Sweepstakes or any similar sweepstakes that Sponsor may run in the future without additional consideration or notice to Entrant in all manners and media throughout the world unless prohibited by law. By entering the Sweepstakes, all Entrants agree to waive any and all moral rights that they may have in and to their Essay Entry with respect to the uses contemplated herein. Further, by entering into this Sweepstakes, each Entrant consents to Sponsor's use of Entrant's Attributes and all other publicity rights on Sponsor websites, materials, and social media accounts.

Information provided by all Entrants will be used as stated herein, and for purpose of this Sweepstakes, in accordance with the Privacy Policy and Sweepstakes Website Privacy Policy. By entering this Sweepstakes, Entrant agrees that Entrant's participation and submission of an Entry demonstrates and confirms Entrant's understanding of, compliance with, and agreement to these Rules and any display and use of Entrant's Attributes and/or Entry as contemplated herein will not violate any agreement to which Entrant is a signatory or party.

12. INDEMNIFICATION:

Entrant agrees to release, discharge, indemnify, defend, and hold harmless the Released Parties against any and all claims, liabilities, suits, cause of actions, losses, damages, disbursements, costs, and expenses (including, without limitation, attorneys' fees) brought by or on behalf of a third party against any of the Released Parties arising out of, related to, or connected with (a) a breach of Entrant's representations, warranties, covenants, or obligations of these Rules or Release; and/or (b) Sweepstakes, Rules, Sweepstakes Website, Website, Newsletter, Entry, Privacy Policy, Sweepstakes Website Privacy Policy, Terms and Conditions, Release, acceptance, receipt, or use or misuse, and/or delivery of a Prize, participation in any Prize-related activity, or Winners' and his/her/their guest's travel to and from and attendance at the Draft. In the event of such defense, Entrant shall give Sponsor full authority to

control the defense and all aspects relating to the defense thereof through lawyers of Sponsor's own choosing including, but not limited to, the right to compromise and enter into any settlement of all claims and Entrant shall make no admission or represent to have authority to bind or obligate the Released Parties in any way or manner whatsoever without their prior written consent. Any compromise or settlement of any claim that requires any payment, action or activity by any Released Parties, or the cessation or any action or activity by any of the Released Parties, shall require the Sponsor's express written agreement to such terms and conditions.

13. RIGHTS RESERVED:

Sponsor reserves the right, in its sole discretion, to disqualify from the Sweepstakes and/or remove from the Sweepstakes Website or elsewhere any Entry or any part thereof that, in Sponsor's sole discretion, that refers, depicts, or in any way reflects negatively upon the Released Parties, the Sweepstakes, Website, Sweepstakes Website, Draft, or any other person or entity or does not comply with these requirements or these Rules. The Released Parties are not responsible for legal protection or clearance of the Entries in any form. Sponsor reserves the right and sole discretion to disqualify any Entries it deems infringing or inappropriate in any form. Except where expressly prohibited by law, once submitted, all Entries will become part of the Sweepstakes and may not be removed by or returned to Entrant, even if Entrant withdraws from the Sweepstakes.

14. FORCE MAJEURE:

If for any reason the operation or administration of this Sweepstakes, Newsletter, Website, or Sweepstakes Website is impaired or incapable of running as planned for any reason, including, but not limited to, (a) infection by computer virus or bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) an event outside of Sponsor's control which includes, but is not limited to, "acts of God," fires, strikes, labor disputes, pandemics, epidemics, quarantines, accidents, embargoes, riots, floods, earthquakes or other natural disasters, wars or governmental actions (each a "Force Majeure Event"), (e) technical or production failures, or (f) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes or issue a Prize in full, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and to award a Prize using all eligible Entries received as of, or prior to cancellation, termination, modification, or suspension date, or in any manner that conforms to the spirit of these Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant deemed to be (y) tampering or attempting to tamper with the Entry process or the operation of the Sweepstakes, or (z) acting in violation of these Rules or in any manner that's disruptive to or contrary to the spirit of the Sweepstakes. If Sponsor cannot commence or complete the performance of its obligations or exercise its rights hereunder due to an occurrence of an event listed in subsections (a) through (f), Sponsor may, in its sole discretion and without penalty, cancel the Sweepstakes or suspend the Entry Period hereunder during such time in which Sponsor is unable to commence or complete performance of its obligations, or receive the benefits herein due to an occurrence of an event listed in subsections (a) through (f).

15. EQUITABLE REMEDIES:

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER LEGAL OR EQUITABLE REMEDIES FROM ANY SUCH PERSON(S) INVOLVED IN OR RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW. FAILURE BY SPONSOR TO ENFORCE ANY PROVISION OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.

16. RELEASE AND LIMITATIONS OF LIABILITY:

To the fullest extent permitted by law, by participating in the Sweepstakes, Entrant agrees to release and hold harmless Sponsor, Licensors, the NHL Entities, and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, agents, successors, assigns, and advertising and promotional agencies (collectively, the "Released Parties") from and against any claim, action, injury, loss, damage, liability, or cause of action arising out of or related to Sweepstakes, Rules, Sweepstakes Website, Website, Newsletter, Entry, Privacy Policy, Sweepstakes Website Privacy Policy, Terms and Conditions, Release,

acceptance, receipt, or use or misuse, and/or delivery of a Prize, participation in any Prize-related activity, or Winners' and his/her/their guest's travel to and from and attendance at the Draft. Without limiting the foregoing, Entrant agrees to forever release, indemnify, and hold harmless the Released Parties from, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry or using a Prize including, without limitation accessing the Sweepstakes Website, subscribing to the Newsletter, or sending an Essay Entry to contests@upperdeck.com; (b) unauthorized human intervention in the Sweepstakes; (c) printing or production errors; (d) Sweepstakes administration or Entry processing; (e) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use of a Prize; (f) Entrant's participation in the Sweepstakes or feature on the Released Parties' social media accounts; or (g) inability to download or use the E-Tickets. Entrant acknowledges and agrees Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to an Entrant's or any other person's computer or smart phone relating to or resulting from participation in the Sweepstakes or downloading any materials in the Sweepstakes.

ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO ENTRANT'S ACTUAL COST, NOT TO EXCEED FIVE DOLLARS (U.S.D. \$5.00), IF ANY, TO SUBMIT AN ENTRY, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEES OR ANY OTHER COSTS WHATSOEVER.

ENTRANT AGREES THAT RELEASED PARTIES HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE), IN FACT OR IN LAW, RELATING TO OR ARISING FROM THE SWEEPSTAKES, SWEEPSTAKES WEBSITE, DRAFT, OR A PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR AND THE NHL ENTITIES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SWEEPSTAKES, SWEEPSTAKES WEBSITE, DRAFT, OR A PRIZE, AND SPONSOR AND THE NHL ENTITIES ARE NOT LIABLE FOR THE CONSEQUENCE OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES. THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO YOU.

17. USE OF DATA:

All information submitted by Entrants will be collected, stored and used for Sweepstakes administration purposes and in accordance with the Privacy Policy and Sweepstakes Website's Privacy Policy. By participating in the Sweepstakes and providing any personal information, Entrants hereby agree to Sponsor's collection and use such information and acknowledges that he/she/they read, understands, accepts, and agrees to the Privacy Policy and Sweepstakes Website's Privacy Policy. The Privacy Policy is hereby incorporated in these Rules.

18. CLASS ACTION WAIVER:

To the fullest extent permitted by law, by entering the Sweepstakes, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Rules, Sweepstakes, Entry, Website, Sweepstakes Website, Newsletter, Prizes, Privacy Policy, Sweepstakes Website's Privacy Policy, Terms and Conditions, or Draft shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to the Entrant's actual out-of-pocket costs to submit an Entry and participate in the Sweepstakes, but in no event attorneys' or legal fees and any other costs; and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives any and all rights to claim, punitive, incidental and consequential damages, and any and all rights to have damages multiplied or otherwise increased

and any other damages, other than for actual out-of-pocket expenses to submit an Entry, if any, and any and all rights to have damages multiplied or otherwise increased. Any claim arising out of or relating to Rules, Sweepstakes, Entry, Website, Sweepstakes Website, Newsletter, Prizes, Privacy Policy, Sweepstakes Website's Privacy Policy, Terms and Conditions, or Draft must be brought in the respective party's individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). Entrants expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration, and the arbitrator may award damages on an individual basis only. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

19. ARBITRATION:

- a. Arbitration:** Except as specifically excluded herein, Entrant and Sponsor (collectively, the "Parties" and individually, a "Party") agree that any dispute, controversy, or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Released Parties, Sweepstakes, Rules, Sweepstakes Website, Website, Newsletter, Entry, Privacy Policy, Sweepstakes Website's Privacy Policy, Terms and Conditions, Release, acceptance, receipt, or use or misuse, and/or delivery of a Prize, participation in any Prize-related activity, or Winners' and his/her/their guest's travel to and from and attendance at the Draft, any relationship or conduct between the Parties, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of these Rules, or arising under local, state, or federal statutes or regulations shall be resolved by one (1) arbitrator through mandatory and binding arbitration administered by a retired state or federal judge on the American Arbitration Association ("AAA") national roster of arbitrators who is able to conduct the arbitration in San Diego, California. If the Parties are unable to agree on an arbitrator, an arbitrator shall be determined pursuant to Rules 15-20 of the AAA Consumer Arbitration Rules ("AAA Consumer Rules") (presently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>). This arbitration agreement is made pursuant to the Federal Arbitration Act and the Dispute will be decided by arbitration in accordance with the AAA Consumer Rules then in effect subject to the modifications described in this Section. At this time, the instructions for initiating AAA arbitration can be found at "R-2" of the AAA Consumer Rules and a template for an AAA Consumer Arbitration demand may be found at: https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf. Except as provided herein, the arbitration shall be conducted in accordance with AAA Consumer Rules, rather than any federal or state rules of civil procedure. The AAA Consumer Rules may provide more limited discovery compared to federal or state rules of civil procedure. The arbitrator shall honor claims of privilege and privacy recognized under California law and shall take reasonable steps to protect all confidential information. Each Party may be represented by legal counsel of their own choosing. To the fullest extent permitted by law, each Party shall pay its own attorneys' fees. To the fullest extent permitted by law, the expense of the arbitration will be shared equally between the Parties. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. The arbitrator shall not have the authority to add to, amend, or modify existing law and all awards will be based solely on the law which would govern the Dispute if it had been brought in a court of law. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any Party was not a named party in the arbitration. Prior to, during, and following any arbitration, the Parties agree that the arbitration shall remain confidential.

This arbitration agreement specifically excludes from coverage any Disputes relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act, Disputes under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), and Disputes under the California Private Attorney Generals Act (PAGA). This arbitration agreement does not preclude the Parties from seeking provisional remedies from a court of law (such as temporary restraining orders or preliminary injunctions) to the extent applicable law allows parties to an arbitration agreement to obtain such relief. A

Party's seeking or obtaining such provisional remedies shall not be considered a waiver of that Party's right to arbitration under this arbitration agreement. This arbitration agreement does not preclude the Parties from bringing applicable Disputes in the small claims court for the Superior Court of the County of San Diego, California. Nothing in this arbitration agreement is intended to affect or limit the Parties' right to file an administrative charge or otherwise seek relief from any administrative or federal or state government agencies (although if a Party chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this arbitration agreement). A Party's participation in any administrative proceedings shall not be considered a waiver of that Party's right to arbitration under this arbitration agreement. Except as provided herein, this arbitration agreement shall be governed by the Federal Arbitration Act and California law to the extent California law is not inconsistent with the Federal Arbitration Act.

- b. **Delegation to Arbitrator:** UNLESS OTHERWISE STATED IN THESE RULES, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKEABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY INTERNATIONAL, FEDERAL, STATE, OR LOCAL COURT OR AGENCY) THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, VALIDITY OR FORMATION OF THIS AGREEMENT, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, OR AND ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. Sponsor will pay for all arbitration costs relating to the arbitrator's determination of gateway issues of arbitrability, including any disputes that one of the Parties waived the right to arbitration. Notwithstanding the above, the arbitrator is not authorized to make any award of attorneys' fees or costs relating to the determination of gateway issues of arbitrability.
- c. **Intellectual Property Claims Exempted:** Notwithstanding the above, the Parties agree that any dispute, controversy, or claim involving the intellectual property rights of the Parties or the Parties' affiliates or licensors may be brought in any state or federal court in the Southern District in the State of California, and the Parties consent to exclusive personal jurisdiction and venue in such courts.

20. ENFORCEABILITY:

The invalidity or unenforceability of any provision of these Rules, Sweepstakes, or any Release shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the case of any discrepancy between the French and English versions of the Rules, the English version shall prevail.

21. WINNERS AND RULES:

To request confirmation of the Winners, please email a written request to contests@upperdeck.com with the subject line "Win Your Way to the 2024 Upper Deck NHL Draft Sweepstakes."

22. NO ENDORSEMENT:

Each Entrant acknowledges and agrees that the Sweepstakes is in no way sponsored, endorsed, or administered by WIT Contests or the NHL Entities. By participating in the Sweepstakes, each Entrant fully and irrevocably releases WIT Contests and the NHL Entities from any and all liability in connection with the Sweepstakes.

UDC is the sole sponsor and administrator of the Sweepstakes. By participating in the Sweepstakes, you fully and irrevocably release all UDC's affiliates from any and all liability in connection with the Sweepstakes.

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23. LIMITATION OF ACTIONS:

Any legal proceedings against the Released Parties regarding or related to Released Parties, Sweepstakes, Rules, Entry, Website, Sweepstakes Website, Newsletter, Prizes, Privacy Policy, Sweepstakes Website's Privacy Policy, Terms and Conditions, or Draft must be commenced by or behalf of an Entrant within two (2) years after the expiration of the applicable Entry Period.

24. CONSTRUCTION:

These Rules including, without limitation, the Release, shall not be construed against any party on the grounds that such party drafted these Rules or caused it to be drafted.