

2024 UPPER DECK SUMMER MONUMENTAL MULTI-SPORT SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. WINNER (DEFINED BELOW) MUST RESPOND TO THE WINNER NOTIFICATION (DEFINED BELOW) FROM SPONSOR AND COMPLETE AND EXECUTE A PRIZE ACCEPTANCE AND WINNER RELEASE (“RELEASE”) ATTACHED AND INCORPORATED HEREIN AS EXHIBIT A AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY SPONSOR OR A PRIZE 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 EXPRESSLY INCLUDES CANADA AND THE UNITED STATES OF AMERICA (“USA”) INCLUDING WASHINGTON, D.C. BUT EXPRESSLY EXCLUDES QUEBEC, RHODE ISLAND, NEW YORK, FLORIDA, PUERTO RICO AND USA TERRITORIES AND POSSESSIONS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Name of Sweepstakes

2024 Upper Deck Summer Monumental Multi-Sport Sweepstakes (“Sweepstakes”).

2. Sponsor

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

3. Sweepstakes Period

The Sweepstakes begins on July 10, 2024 at 9:00 am Pacific Time (“PT”) and ends on July 29, 2024 at 6:00 am PT (“Sweepstakes Period”). For more information, please see the Sweepstakes details located <http://sports.upperdeck.com/npn> (the “Website”).

4. Eligibility

a. Who May Enter: This Sweepstakes is offered by Sponsor and open and offered only to legal residents of the fifty (50) United States (“USA”) (including Washington D.C. but excluding Puerto Rico, New York, Rhode Island, Florida, and USA territories and possessions) and the provinces and territories of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and who are at least eighteen (18) years old at the time of entry. Officers, directors, employees, representatives and agents of Sponsor and its affiliates and third party licensors including, without limitation, Blizzard, The Overwatch League, National Hockey League Players’ Association, National Hockey League Enterprises, L.P. and its related entities, National Hockey League Teams, National Hockey League Alumni Association, American Hockey League, Professional Hockey Players’ Association, Canadian Hockey League, Euroleague, 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, Pressman, and All-Elite Wrestling (collectively “Licensors”) and their respective immediate families (i.e., parent, child, sibling, and spouse) and/or household members (whether related or not) and any other persons or entities associated with the above listed or involved in the development, production, implementation, administration or fulfillment of the Sweepstakes 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, an individual must (1) agree to these Rules and the Privacy Policy located at [Privacy Policy - Upper Deck \(upperdeck.com\)](http://upperdeck.com/privacy-policy) (“Privacy Policy”); (2) comply with these Rules and remain eligible to participate in the Sweepstakes; and (3) submit an Entry as defined herein during the Sweepstakes Period (“Entrant”). Canadian residents must correctly answer a math question if they are selected as the Winner.

Entry Limitation: Duplicate Entries by or on behalf of an Entrant will be disqualified. All Entries are and remain UDC’s exclusive property and will not be acknowledged, exchanged, modified, or returned. Entries must be received by Sponsor

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) does not constitute proof of actual receipt or acceptance of an Entry. Any attempt made to submit an Entry in excess of the limit herein or otherwise in violation of these Rules by using multiple or false contact information or otherwise may be disqualified. Limit one (1) entry per entrant.

5. Agreement to Rules

By participating in this Sweepstakes, Entrants agree to abide by and be bound by these 2024 Upper Deck Summer Monumental Multi-Sport Sweepstakes Official Rules (“Rules”). Sponsor’s decisions are final and binding in all matters relating to the Sweepstakes. Winning a Prize is contingent upon timely fulfilling all requirements set forth herein.

6. How to Enter

a. **Entry Options:** Entrants may receive a prize by purchasing 2024 Upper Deck Summer Monumental Multi-Sport (the “Product”) or submitting an entry via the no purchase necessary method below. There is no purchase necessary to enter or win the Prize and any purchase of the Products will not increase Entrant’s chance of winning the Prize. The odds of winning the Prize via the no purchase necessary method below depends on the total number of eligible Entries received.

b. **No Purchase Necessary:** To enter the Sweepstakes during the Sweepstakes Period without purchase, an Entrant may provide, where requested, the following information on the Website: Entrant’s (1) first and last name; (2) email address; (3) mailing address (no P.O. box); and (4) date of birth (“Entry”). The name of the person submitting the Entry must be the individual who completed the Entry. Upon Sponsor’s receipt of an Entry, an Entrant’s name will be entered to win the Prize. Entrants may submit only one (1) Entry per Entrant within the Sweepstakes Period. By submitting an Entry, Entrant represents and warrants that: (i) he/she/they comply/complies with and will continue to comply with these Rules and (ii) he/she/they is/are eligible to enter into and participate in the Sweepstakes per the Rules. Entries that are forged, incomplete, illegible, altered, submitted by an individual that is not the Entrant, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void.

7. Prize

a. **Receiving the Prize:** On August 6, 2024 at 9:00 am PT, Sponsor will randomly select one (1) Entry to win the Prize, as defined herein (“Winner”). Sponsor will contact the Winner through the email address identified on Winner’s Entry to notify Winner of Sponsor’s random selection of him/her/them as the Winner (“Winner Notification”). Within five (5) days from Winner’s receipt of the Winner Notification, Winner must complete and return the “Release” attached hereto and incorporated herein as Exhibit A with the Winner Notification. Winner’s failure to timely and fully complete and return the Release to Sponsor within the aforementioned timeframe will result in an automatic disqualification of Winner, and Sponsor may select an alternate Winner without notice to the prior Winner.

b. **Prize:** There is one (1) Prize available via the No Purchase Necessary Entry. The Winner will receive one (1) 2024 Monumental Multi-Sport Box (“Prize”). The Prize may contain various memorabilia listed below with the respective estimated retail value (“ERV”) ranges, in U.S. Dollars. It is impossible to establish an exact value of the Prize or predict values based on several conditions such as current market conditions, which are subject to change, the value or price of memorabilia are affected by changing supply and demand, by local market conditions, by the unpredictability of sports, and other factors. It is impossible to establish an exact value of the Prize or predict price movements based on these conditions.

Pucks: \$200 - \$1,200

Jerseys: \$250 - \$15,000

Helmets: \$100 - \$2,500

Basketball: \$200 - \$8,000

Curve displays: \$150 - \$2,000

Shoes: \$800 - \$5,000

Replica trophies: \$800 - \$2,500

Jackets: \$800 - \$1,100

Gloves: \$300 - \$2,500

Pin flags: \$400 - \$2,500

Prints: \$150 - \$8,000
Plaques: \$500-\$2,000
Tennis racket: \$800

Prize Disclaimers: Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize. Sponsor is not responsible for any inability of the Winner to accept or use the Prize (or portion thereof) for any reason. If the Winner rejects the Prize, Sponsor may select an alternate Winner without any notice or liability to the prior Winner. No Prize substitutions or other consideration will be provided to the Winner, except in Sponsor's sole discretion. Sponsor reserves the right and sole discretion to substitute the Prize or any portion thereof for an equal value of the Prize, as determined by Sponsor in its sole discretion, for any reason, including, without limitation, Prize unavailability. No more than the stated Prize will be awarded. Any federal, state, provincial, and local taxes, as well as any expenses, costs, or any other fees in connection with Winner's receipt or use of the Prize are Winner's sole responsibility.

8. Prize Conditions

a. **General:** By accepting the Prize, the Winner agrees to release and forever hold harmless the Released Parties, as defined herein, from and against any and all claims, demands, losses, liabilities, damages, costs, or causes of action arising out of participation in the Sweepstakes, Entry, or receipt or use of the Prize. The Winner is solely responsible for all matters relating to or arising from the Prize after it is awarded. If the Winner does not fully comply with these Rules, then such person shall be disqualified and, in Sponsor's sole discretion, an alternate Winner may be selected. If legitimately claimed, the Prize will be awarded.

b. **Canadian Residents:** For Canadian residents only, in order to receive the Prize, the Entrant must first correctly answer a mathematical skill-testing question without mechanical or other aid. Sponsor reserves the right, in Sponsor's sole discretion, to administer an alternate skill test as it deems appropriate or necessary. The Prize is subject to prior verification of eligibility, as well as compliance with these Rules.

9. Entry Disclaimers

The use of automated entry devices is prohibited, and no mechanically reproduced Entries are allowed; all such Entries are void. Sponsor is not responsible for late, incomplete, incorrect, illegible, delayed, garbled, undelivered, or misdirected Entries. Sponsor reserves the right to disqualify any person that submits more than the maximum allowed Entries. All Entries become the exclusive property of Sponsor and will not be acknowledged, exchanged, modified, or returned.

10. General Conditions

If for any reason the operation or administration of this Sweepstakes or the Website are impaired or incapable of running as planned for any reason, including, but not limited to (a) tampering, unauthorized intervention, (b) fraud, (c) technical or production failures, including infection by computer virus or bugs, (d) an event outside 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; (e) technical or production failures; or (f) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, 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 the Prize using all eligible Entries received as of, or prior to cancellation, termination, modification, or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual 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. Sponsor may discontinue and/or eliminate the Prize. If Sponsor cannot commence or complete the performance of its obligations or exercise its rights hereunder due to an event listed in subsections (a) through (f), Sponsor may, in its sole discretion and without penalty, cancel the Sweepstakes during such time in which Sponsor is unable to commence or complete performance of its obligations, or receive the benefits herein due to the occurrence of an event described above.

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.

11. **Release and Limitation of Liability**

To the full extent permitted by law, by participating in the Sweepstakes, each Entrant agrees to release and hold harmless Sponsor and Licensors and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, licensors, vendors, distributors, sales representatives, agents, advertising and promotional agencies, successors and assigns (collectively, the "Released Parties") from and against any claim, action, injury, loss, damage or cause of action arising out of or related to an Entry, participation in the Sweepstakes, acceptance or receipt of the Prize, use or misuse of the Prize, or participation in any Prize-related activity.

Without limiting the foregoing, each Entrant agrees to release 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 from accepting the Prize ; (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; or (f) Entrant's participation in the Sweepstakes. Entrant acknowledges and agrees Released Parties assume no responsibility and have no responsibility whatsoever 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 e-mail or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, or any combination thereof, including any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in connection with this Sweepstakes.

ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION AND/OR DAMAGES, 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.

BY ACCEPTING THE PRIZE, THE WINNER ACKNOWLEDGES AND AGREES THAT THE PRIZE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIVES OR WARRANTIES. ENTRANT INDIVIDUALLY WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. ENTRANTS AGREE 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, OR THE PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ENTRANT ACKNOWLEDGES AND AGREES SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SWEEPSTAKES, OR ANY PRIZE, AND SPONSOR IS NOT LIABLE FOR THE CONSEQUENCE OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO. RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER FOR ANY DAMAGES OR LOSSES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY PARTICIPATION IN OR ASSOCIATION WITH THIS SWEEPSTAKES, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO ENTRANTS, OR THE WINNER.

12. **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. By participating in the Sweepstakes and submitting an Entry, an Entrant hereby agrees to Sponsor's collection and use of his/her/their personal information and acknowledge that he/she/they have read, understand, accept, and agree to the Privacy Policy.

13. **Mandatory Arbitration**

a. **Arbitration:** Except as specifically excluded herein, Entrant and Sponsor (collectively and for the purpose of this Section 13 and Section 14 herein, "the Parties") agree that any dispute, controversy or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Sweepstakes, Prize, Website, and/or these Rules and 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://link.edgepilot.com/s/3820c9ea/5RgK_ukZ0qgyOJ6BVerYw?u=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 a AAA Consumer Arbitration demand may be found at:

https://link.edgepilot.com/s/e4966589/s1KtR7klLkKxJfkoJn2YTA?u=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. 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 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 THIS AGREEMENT, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKABLY 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 THESE RULES, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, AND/OR 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, Entrant and Sponsor agree that any dispute, controversy, or claim involving the intellectual property rights of Sponsor may be brought in any state or federal court in the Southern District in the State of California, and the Parties consent to exclusive jurisdiction and venue in such courts.

14. Class Action Waiver

To the fullest extent permitted by law, by entering the Sweepstakes, Entrants agree that: (a) any Dispute must be brought in the respective party's individual capacity and on an individual basis only, and not as a plaintiff or class member in any purported class, collective, representative, multiple- plaintiff, or similar proceeding ("Class Action"); (b) any and all claims, judgments, and awards shall be limited to Entrant's actual out-of-pocket costs to submit an Entry and participate in the Sweepstakes, but in no event, shall include attorneys' 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. The Parties 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE AND UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ANY DISPUTE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, EXCEPT AS STATED HEREIN, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

15. Enforceability

The invalidity or unenforceability of any provision of these Rules or the 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.

16. Winner and Rules

To request confirmation of the Winner, please email a written request to Customer_Service@upperdeck.com with the subject line "2024 Upper Deck Summer Monumental Multi-Sport Sweepstakes" within thirty (30) calendar days from the expiration of the Sweepstakes Period.

17. Entire Agreement; Waiver

These Rules, along with the Privacy Policy and Release, constitute the entire agreement between Entrant and Sponsor regarding the subject matter herein and supersede all prior written and oral discussions, agreements, and negotiations. The Privacy Policy and Release are hereby incorporated herein by reference and all defined terms in these Rules shall have the same meaning in the Privacy Policy and Release. In the event of a conflict, these Rules shall prevail. Entrant may not assign his/her/their Entry or any right to any Prize. No term or provision of these Rules or Release will be considered waived by Sponsor, and no breach excused by Sponsor, unless such waiver or consent is in writing signed by Sponsor.

18. Limitation of Actions

Any legal proceedings against Released Parties regarding or related to Sponsor, the Website, Prize, Rules, Privacy Policy, or the Sweepstakes must be commenced by or on behalf of an Entrant within two (2) years after the expiration of the applicable Sweepstakes Period.

19. Indemnification

Each Entrant agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims, liabilities, suits, causes of actions, demands, losses, damages, disbursements, and costs including, but not limited to, attorneys' fees, arising out of, related to, or connected with a breach of Winner's representations, warranties, covenants, or obligations herein and in the Release, the Sweepstakes, these Rules, and the Prize, misuse, transfer, sale, and assignment of the Prize and any Prize or other consideration Entrant receives or expenses Entrant incurs regarding or related to the Sweepstakes. In the event of such defense, Sponsor maintains full authority to control the defense and all aspects relating to the defense thereof through attorneys of Sponsor's own choosing, including, but not limited to, the right to compromise and enter into any settlement of all claims provided, however, that Entrant has no authority to bind or obligate Released Parties in any way or manner whatsoever. Any compromise or settlement of any claim that required any payment by any Released Parties shall require Sponsor's express prior written agreement to such terms and conditions. Entrant shall not enter into any settlements or make any admissions on the Released Parties' behalf without their prior written consent.

20. 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.

Exhibit A

Prize Acceptance and Winner Release

IMPORTANT: By entering the Sweepstakes (defined below), you are agreeing to waive certain legal rights that you may otherwise have, including the right to sue. Please read this agreement carefully before entering the Sweepstakes.

By entering the 2024 Upper Deck Summer Monumental Multi-Sport Sweepstakes (“Sweepstakes”), you agree to the terms of this Prize Acceptance and Winner Release (“Release”), the 2024 Upper Deck Summer Monumental Multi-Sport Sweepstakes Official Rules (“Rules”), and Privacy Policy, as defined in the Rules. In order for an Entrant to receive the Prize as the Winner of the Sweepstakes, such Entrant must read, agree to the terms of this Release upon Entrant’s receipt of the Winner Notification. Capitalized terms used in this Release and undefined terms have the meanings provided in the Rules; in the event of a conflict, the Rules shall control.

I acknowledge and agree I read and agree to this Release in connection with the Sweepstakes, and my eligibility as an Entrant and potential Winner to receive the Prize. I certify and agree that my participation in the Sweepstakes and eligibility to receive the Prize are good and valuable consideration in exchange for my agreement to the Rules, Privacy Policy, and this Release and the terms and rights granted herein.

I certify that I am a legal resident of (a) one of the fifty (50) United States of America (“USA”), including Washington D.C., but excluding Rhode Island, New York, Florida and Puerto Rico and USA territories and possessions, or (b) one of the provinces and territories of Canada (excluding Quebec), and am at least eighteen (18) years old and the age of majority in my jurisdiction of residence. I have not assigned, sold, or otherwise transferred my interest in and to the Prize or any of the claims or rights arising out of or relating to my Entry, the Prize or Sweepstakes. I understand and acknowledge that I may not assign my Entry or the Prize and am not eligible to receive the Prize unless and until I qualify for and fully participate in the Sweepstakes.

As a condition to my eligibility to receive the Prize, I acknowledge, understand, and agree to the Rules, Privacy Policy, and certify that the contents of this Release are true and accurate and that I comply and have complied with the Rules. I understand I am solely responsible for any and all taxes on or related to the Prize, as well as any and all expenses and other consideration I receive relative to my participation in the Sweepstakes including, but not limited to, any and all costs and expenses associated with the Prize and the Sweepstakes. Unless prohibited by law, I agree and hereby irrevocably consent that Sponsor may, without notice to or consent by me, use my first and last name and email address in connection with the Sweepstakes.

I also understand and agree that all rights under California Civil Code § 3344, or any similar federal or state law, are hereby expressly waived. Section 3344(a) reads as follows:

ANY PERSON WHO KNOWINGLY USES ANOTHER’S NAME, VOICE, SIGNATURE, PHOTOGRAPH, OR LIKENESS, IN ANY MANNER, ON OR IN PRODUCTS, MERCHANDISE, OR GOODS, OR FOR PURPOSES OF ADVERTISING OR SELLING, OR SOLICITING PURCHASES OF, PRODUCTS, MERCHANDISE, GOODS OR SERVICES, WITHOUT SUCH PERSON’S PRIOR CONSENT, OR, IN THE CASE OF A MINOR, THE PRIOR CONSENT OF HIS PARENT OR LEGAL GUARDIAN, SHALL BE LIABLE FOR ANY DAMAGES SUSTAINED BY THE PERSON OR PERSONS INJURED AS A RESULT THEREOF. IN ADDITION, IN ANY ACTION BROUGHT UNDER THIS SECTION, THE PERSON WHO VIOLATED THE SECTION SHALL BE LIABLE TO THE INJURED PARTY OR PARTIES IN AN AMOUNT EQUAL TO THE GREATER OF SEVEN HUNDRED FIFTY DOLLARS (\$750) OR THE ACTUAL DAMAGES SUFFERED BY HIM OR HER AS A RESULT OF THE UNAUTHORIZED USE, AND ANY PROFITS FROM THE UNAUTHORIZED USE THAT ARE ATTRIBUTABLE TO THE USE AND ARE NOT TAKEN INTO ACCOUNT IN COMPUTING THE ACTUAL DAMAGES. IN ESTABLISHING SUCH PROFITS, THE INJURED PARTY OR PARTIES ARE REQUIRED TO PRESENT PROOF ONLY OF THE GROSS REVENUE ATTRIBUTABLE TO SUCH USE, AND THE PERSON WHO VIOLATED THIS SECTION IS REQUIRED TO PROVE HIS OR HER DEDUCTIBLE EXPENSES. PUNITIVE DAMAGES MAY ALSO BE AWARDED TO THE INJURED PARTY OR PARTIES. THE PREVAILING PARTY IN ANY ACTION UNDER THIS SECTION SHALL ALSO BE ENTITLED TO ATTORNEY’S FEES AND COSTS.

I hereby agree to forever release, discharge, indemnify, defend, and hold harmless the Released Parties from and against

any and all claims, liabilities, suits, losses, damages, actions, demands, disbursements, and costs (including attorneys' fees) arising out of, in connection with, or related to, or a breach of any of my representations, warranties, covenants, or obligations of, the Sweepstakes, Rules, Entry, Website, SSO Environments, Privacy Policy, Terms and Conditions, participation in the Sweepstakes, this Release, the Prize, misuse, transfer, sale, and assignment of the Prize, and any other consideration I receive or expense I incur regarding or related to the Sweepstakes. In the event of such defense, I will give C4E the full authority to control the defense and all aspects relating to the defense thereof through the lawyers of C4E's own choosing including, but not limited to, the right to compromise or enter into any settlements of all claims and I will not make any admissions nor represent I have any 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 by any of the Released Parties, or requires any action or activity, or the cessation or any action or activity by any of the Released Parties shall require C4E's express written agreement to such terms and conditions.

I also understand and agree that all rights under California Civil Code §1542, or any similar federal or state law, are hereby expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER OR THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand the importance, meaning and legal effect of this entire Release and my waiver of rights under California Civil Code Section 1542, Section 3344, and any other applicable provisions of law. The foregoing waiver further includes, without limitation, an express waiver, to the full extent permitted by law, by me, of any and all rights under any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542 and California Civil Code Section 3344.

I acknowledge that pursuant to this Release and the activities contemplated herein, I may receive Sponsor's Confidential Information, as defined herein. "Confidential Information" includes, but is not limited to, (a) any proprietary and/or non-public information regarding or related to Sponsor, its affiliates, subsidiaries, and their respective owners, officers, directors, employees, and agents; and (b) any other information which is received in confidence from or on behalf of Sponsor. I agree not to reveal any Confidential Information to any third party (excluding employees, agents, attorneys, accountants, and others to whom I have a legal obligation to disclose) and I will at all times exercise reasonable precautions to ensure that neither I nor any of the foregoing persons allow the Confidential Information to become public knowledge.

Confidential Information excludes information that: (a) is or becomes publicly known through no wrongful act or omission by me; (b) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure, I shall, unless prohibited by law, governmental authority or by another non-disclosure agreement, provide Sponsor with at least fifteen (15) days prior written notice of such requirement, and shall use reasonable commercial efforts to obtain confidential treatment of such information; or (c) Sponsor provides advance written authorization to me for release of the Confidential Information.

I acknowledge and agree that I have read, understand and agree to this Release and voluntarily enter into this Release without any threat, duress, coercion, or undue influence.

By: _____
Name: _____
Date: _____