

**2004-05 LEGENDS CLASSIC HOCKEY VINTAGE JERSEY SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE  
IMPROVE THE CHANCES OF WINNING.**

No.	Paragraph
1	<p><b>ELIGIBILITY:</b> The 2004-05 Legends Classic Hockey Vintage Jersey Sweepstakes (the “Game”) is open only to legal residents of the fifty (50) United States and Canada and you must be thirteen (13) years of age or older as of December 15, 2004. Void in Puerto Rico, Quebec Province and where prohibited or restricted by law. Employees of The Upper Deck Company, LLC, the National Hockey League and its related entities, its member teams, its related companies, dealers, licensors, distributors, agents, advertising agencies, promotional suppliers, service agencies, independent contractors, as well as the immediate family and household members of each such individual are not eligible. By participating, each player agrees to be unconditionally bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.</p>
2	<p><b>TO PLAY:</b> There are two (2) ways to play the Game:</p> <p>A. Buy a pack of 2004-05 NHL Legends Classics Hockey trading cards (while supplies last). Look for a “Redemption Card” within the pack of cards. If you receive a “Redemption Card”, go to <a href="http://www.upperdeck.com/hockey">www.upperdeck.com/hockey</a> and enter the scratch off number to determine the NHL Vintage jersey you have won.</p> <p>B. For a chance to receive a “Redemption Card” without purchase, while supplies last, hand print your name, complete address with zip code (No PO Box), e-mail, day/evening telephone numbers with area code on a 3x5 card and mail in a self-addressed stamped envelope (VT residents may omit return postage) to: Promotion Manager 2004-05 Legends Classic Hockey Vintage Jerseys Request, 5909 Sea Otter Place, Carlsbad, CA 92008. Canadian residents must correctly answer an arithmetic skill test question to claim a prize. <b><u>Limit: one (1) entry per outer envelope, per person, per household, per day regardless of method of entry.</u></b> No copies or mechanical reproductions accepted. Only one card per envelope. More than one entry from any person, address or household per day for The Game will void all entries from that person, address or household. By participating, each player agrees to be unconditionally bound by these Official Rules and the decisions of Sponsor, which are final and binding in all respects.</p>
3	<p><b>PRIZE:</b> Each redemption card is good for One (1) Vintage NHL Jersey. ARV per</p>

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	jersey = \$250. Total ARV of All Prizes = \$200,750. No prize substitutions, transfers or cash redemptions permitted by winners, but Sponsor may substitute cash value or another prize of equal or greater value at its option.
4	<b>ODDS OF WINNING:</b> Odds of receiving a “Redemption” Card are 1:384.
5	<b>TIMING:</b> The Game begins on December 15, 2004 at 12:00:01 a.m. Pacific Standard Time (“PST”) and ends on December 15, 2007 at 11:59:59 p.m. PST. Mail-in requests must be postmarked by December 15, 2007 and received by December 22, 2007.
6	<b>SELECTION OF WINNERS:</b> If any potential winner cannot be contacted within seven (7) days after the first attempt to contact such potential winner, an alternate winner will be selected at random from all remaining eligible entries received. If a potential winner is a Canadian resident, to be declared a winner, he or she must answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be answered by phone or e-mail. If the potential winner in Canada cannot be contacted and the skill test administered within seven (7) business days after the first attempt to contact such potential winner, the prize will be forfeited and awarded to an alternate winner. <b><u>Limit: one (1) Prize per person, family or household.</u></b>
7	<b>PRIZE CONDITIONS:</b> Each participant selected as a potential winner must comply with all terms and conditions set forth in these Official Rules and winning is contingent upon fulfilling all such requirements. Potential winners will be required to sign and return an Affidavit of Eligibility, or in Canada, a Declaration of Compliance with Contest Rules, a Liability Release, and where lawful, a Publicity Release, within fourteen (14) days of notification, without which the potential winner will be disqualified and another winner selected in the place of the disqualified person, at random from all remaining entries. If a potential winner is under the age of majority where the winner resides, the potential winner’s parent or guardian must sign the Affidavit of Eligibility, or in Canada, the Declaration of Compliance with Contest Rules, and where lawful, the Publicity Release. If any prize or prize notification is returned as non-deliverable, the potential winner will be disqualified and the prize will be awarded to an alternate winner. <b>SPONSOR AND THE NHL ENTITIES WILL HAVE NO LIABILITY WHATSOEVER, AND WILL BE HELD HARMLESS AGAINST ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN</b>

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	<p><b>THIS SWEEPSTAKES OR PARTICIPATION IN ANY ACTIVITY RELATED TO THE SWEEPSTAKES.</b> Subject to all federal, state, provincial and local laws. Void where prohibited. All taxes and any other fees or charges associated with prize receipt and/or use are the sole responsibility of winner. No transfer or substitution of prizes is permitted, except by Sponsor who reserves the right to substitute a prize with another of comparable or greater value.</p>
8	<p><b>PUBLICITY:</b> By accepting the prize, the winner agrees that Sponsor, the NHL Entities, and those acting under its authority, may use winner's name, picture/portrait, likeness, voice, biographical information (including age, hometown and state of residence) for advertising and promotional purposes without further consideration or authorization, unless prohibited by law.</p>
9	<p><b>GENERAL CONDITIONS:</b> All entries and prize claims become the property of Sponsor, and none will be acknowledged or returned. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, incomplete, illegible, stolen or postage due mail entries or redemption claims, all of which will be disqualified. All claims are subject to verification by Sponsor. Trading cards used in this game will be null and void and will be rejected if: (1) not obtained in accordance with these Official Rules and through authorized channels; (2) any part of the card is determined by Sponsor to be counterfeited, reproduced, forged, altered, mutilated, or tampered with in any way; or (3) it contains printing, production, typographical, mechanical, or other errors. All applicable federal, state and local laws apply. All taxes on prizes and incidental expenses not mentioned herein are the responsibility of the winners. In the event of a dispute, entries made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Upper Deck with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry. If for any reason the Game is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of the Upper Deck that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Upper Deck reserves the right in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Upper Deck assumes 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. Upper Deck is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software,</p>

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	<p>failure of any e-mail or entry to be received by Upper Deck on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in the Sweepstakes. <b>CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, UPPER DECK RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.</b></p>
10	<p><b>DISPUTES:</b> Each participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of California; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event shall such damages include attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for, and each participant hereby waives all rights to punitive, incidental, or consequential damages, or any other damages other than actual out-of-pocket expenses. Participant shall not claim or receive any damages subject to being multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.</p>
11	<p><b>WINNERS LIST:</b> For a list of winners, send a self-addressed, stamped envelope to: Redemption Manager, Legends Classic Hockey Vintage Jerseys Sweepstakes Winners, 5909 Sea Otter Place, Carlsbad, CA 92008 (VT residents may omit return postage). Requests must be received by January 15, 2007.</p>
12	<p><b>SPONSOR:</b> The Upper Deck Company, LLC, 5909 Sea Otter Place, Carlsbad, CA 92008 © 2004 The Upper Deck Company, LLC. All Rights Reserved.</p>