

**2005 UPPER DECK PAST TIME PENNANTS SWEEPSTAKES
OFFICIAL RULES**

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

No.	Paragraph
1	<p>ELIGIBILITY: The 2005 Upper Deck Past Time Pennants 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 March 17, 2005. Void in Puerto Rico, Quebec Province and where prohibited or restricted by law. Employees of The Upper Deck Company, LLC, The Upper Deck Company, a Nevada Corporation, 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>TO PLAY: There are two (2) ways to play the Game:</p> <p>A. Buy a pack of 2005 Upper Deck Past Time Pennants trading cards (while supplies last). Look for an "Instant Win Card" within the pack of cards. If you receive an "Instant Win Card", either go to www.upperdeck.com/baseball and enter the scratch off number to determine the prize you have won or send the "Instant Win Card" to Promotion Manager Past Time Pennants Request, 5909 Sea Otter Place, Carlsbad, CA 92008.</p> <p>B. For a chance to receive an "Instant Win 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 Past Time Pennant Request, 5909 Sea Otter Place, Carlsbad, CA 92008. Canadian residents must correctly answer an arithmetic skill test question to claim a prize. <u>Limit: one (1) entry per outer envelope, per person, per household, per day regardless of method of entry.</u> 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>PRIZE: Each "Instant Win Card" is good for either One (1) Mitchell & Ness Jersey (Retail and Hobby products) or One (1) Mitchell & Ness Pennant (Retail products only). ARV per jersey = \$125.00 (1,841 Jersey's available). ARV per pennant = \$11 (2600 Pennants available). Total ARV of All Prizes = \$258,667. 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.</p>
4	<p>ODDS OF WINNING: Odds of receiving a Jersey 1::400 (Hobby); 1::800 (Retail). Odds of receiving a Pennant 1::40 (Retail Only).</p>
5	<p>TIMING: The Game begins on March 17, 2005 at 12:00:01 a.m. Pacific Standard Time ("PST") and ends on March 17, 2008 at 11:59:59 p.m. PST. Mail-in requests must be postmarked by March 17, 2008 and received by March 24, 2008.</p>

No.	Paragraph
6	<p>SELECTION OF WINNERS: 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.</p> <p><u>Limit: one (1) Prize per person, family or household.</u></p>
7	<p>PRIZE CONDITIONS: 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. 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. SPONSOR WILL HAVE NO LIABILITY WHATSOEVER FOR, 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 THIS SWEEPSTAKES OR PARTICIPATION IN ANY ACTIVITY RELATED TO THE SWEEPSTAKES. 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>PUBLICITY: By accepting the prize, the winner agrees that Sponsor 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>GENERAL CONDITIONS: 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</p>

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	<p>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, 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. 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.</p>
10	<p>DISPUTES: 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>WINNERS LIST: For a list of winners, send a self-addressed, stamped envelope to: Redemption Manager, Past Time Pennants Sweepstakes Winners, 5909 Sea Otter Place, Carlsbad, CA 92008 (VT residents may omit return postage). Requests must be received by April 17, 2008.</p>
12	<p>SPONSOR: The Upper Deck Company, a Nevada Corporation, 985 Trade Drive, Cheyenne, Nevada © 2005 The Upper Deck Company. All Rights Reserved.</p>