

## 2002 MLB SWEET SPOT® PRIORITY SIGNING OFFICIAL RULES

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

**1. ELIGIBILITY:** The 2002 Sweet Spot Priority Signing Promotion (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 September 13, 2002. Void in Puerto Rico, Quebec Province and where prohibited or restricted by law. Employees of The Upper Deck Company, LLC, its related companies, dealers, licensors, distributors, agents, advertising agencies, promotional suppliers, service agencies and 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.

**2. TO PLAY:** There are two (2) ways to play the Game:

- A. Buy a specially marked pack of 2002 Sweet Spot trading cards and look for a 2002 Sweet Spot trading cards that depicts the prize listed below in Section 3 (a “Winning Card”).
- B. To play without purchase, hand print your name, complete address with zip code (No PO Box), and day/evening telephone numbers with area code on a 3x5 card and mail to: Redemption Manager 2002 Sweet Spot Trading Card Request, 5909 Sea Otter Place, Carlsbad, CA 92008. Canadian residents must correctly answer the following arithmetic skill test question (i.e.  $3 \times 12 + 13 = ?$ ) and include it on the 3x5 card to request a Winning Card.

**Limit: one (1) entry per outer envelope, per person, per household, per day regardless of method of entry.** No copies or mechanical reproductions accepted. More than one entry from any person or household per day will void all entries from that person, address or household. Only mail-in players who are awarded a Winning Card will be notified. 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.

**3. PRIZES:** The following prizes will be awarded:

Prizes	Approx. Retail Value (U.S.)	# To be Awarded
Winner may send in any personal item, (the eligibility of which will be determined solely by The Upper Deck Company, LLC.) (“Personal Item”) to be signed by Mark McGwire and authenticated by Upper Deck Authenticated, Ltd. *Personal Items already signed by other persons must have Letters of Authentication to be deemed eligible.	\$2,000.00	100

Total approximate retail value of all prizes = \$200,000 (U.S.).

4. **TIMING:** The Game begins on September 13, 2002 at 12:00:01 a.m. Pacific Standard Time ("PST") and ends on September 12, 2003 at 11:59:59 p.m. PST. Mail-in requests must be postmarked by September 12, 2003 and received by September 23, 2003.

5. **ODDS OF WINNING:** Odds of winning are one in every eight thousand (1:8,000). Odds reflect distribution over the entire series of 2002 Sweet Spot trading cards; they do not necessarily reflect the odds of winning in each package. Not all packs or boxes contain a Winning Card. Free Winning Card recipients will be randomly selected from all eligible entries at a ratio of one in every eight thousand (1:8,000).

6. **TO REDEEM A WINNING CARD:** To redeem a Winning Card, sign the back of the card and, on a 3x5 card, hand print your name, address with zip code (No PO Box), and day/evening telephone numbers with area code and mail the original Winning Card (no copies will be accepted) and postcard to: Redemption Manager, 2002 Sweet Spot Trading Card Request, 5909 Sea Otter Place, Carlsbad, CA 92008. Please make a photocopy of your Winning Card to keep for your records. Except where prohibited in accordance with the law, all taxes, postage and handling fee, customs duties and like amounts, fees, freight charges, insurance surcharges and other charges associated with receipt of the prize are the sole responsibility of winner. Winning Card claims must be postmarked by September 13, 2003, and received by September 23, 2003. Claims submitted after this date will not be accepted. Upon receipt and verification of Winning Card, instructions will be given as to how to send in Personal Item for signature. Winner will be responsible for all postage and handling fees for delivery and return of Personal Item. Limit: one (1) claim per Winning Card.

7. **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. 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. **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.

**8. 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, unless prohibited by law.

**9. GENERAL CONDITIONS:** All mail-in requests 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, redemption claims, or Personal Items sent to Sponsor, all of which will be disqualified. All claims are subject to verification by Sponsor. Winning Cards are 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. In the event production, seeding, printing, or other human or mechanical errors cause more than the stated number of prizes of any category to be claimed, or if all prizes are not claimed, Sponsor reserves the right to award the correct or unawarded number of prizes in such category by a random drawing among all eligible claimants. Unclaimed prizes will not be awarded. All applicable federal, state and local laws apply. All taxes on prizes and incidental expenses not mentioned herein are the responsibility of the winners.

**10. 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.

**11. WINNERS LIST:** For a list of winners, send a self-addressed, stamped envelope to: Redemption Manager, 2002 MLB Sweet Spot Promotion Winners, 5909 Sea Otter Place, Carlsbad, CA 92008 (VT residents may omit return postage). Requests must be received by October 30, 2003.

**SPONSOR:** The Upper Deck Company, LLC, 5909 Sea Otter Place, Carlsbad, CA  
92008

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