

## UPPER DECK TRADING CARD PRODUCTS

### SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. WINNER MAY BE REQUIRED TO RESPOND TO THE WINNER NOTIFICATION AND/OR COMPLETE AND EXECUTE A RELEASE, PRIZE ACCEPTANCE AGREEMENT, AND ANY OTHER DOCUMENTS WITHIN THE TIME FRAME REQUIRED BY SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

BY ENTERING THIS CONTEST ("SWEEPSTAKES"), YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. EXCLUDING QUEBEC: WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNIFICATION OBLIGATIONS FROM YOU TO THE SPONSOR AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

#### 1. NAME OF CONTEST:

Upper Deck Trading Card Products (individually a "Product" or collectively the "Products")

#### 2. SPONSOR:

This Sweepstakes is sponsored by The Upper Deck Company, 5830 El Camino Real, Carlsbad, California 92008 ("UDC" or "**Upper Deck**") ("Sponsor").

#### 3. SWEEPSTAKES PERIOD:

Please see individual Product details located at <http://sports.upperdeck.com/npn/> (the "Website").

#### 4. ELIGIBILITY:

This sweepstakes (the "**Sweepstakes**") is open and offered only to legal residents of the fifty (50) United States (including D.C. but excluding Puerto Rico, New York, Rhode Island, and Florida) and the provinces and territories of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and are at least eighteen (18) years old by or before the date specified for the particular product, found at <http://sports.upperdeck.com/npn/>. Officers, directors, employees, representatives and agents of Upper Deck, its affiliates, Upper Deck's third party licensors including, without limitation, National Hockey League Players' Association, National Hockey League Enterprises, 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, Notre Dame, USA Football, University Of North Carolina, Hockey Hall of Fame, 20th Century Fox, Marvel, Disney, Pressman, and Miramax (collectively "Licensors"), authorized third party distributors and retailers, and their respective immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void where prohibited by law.

#### 5. AGREEMENT TO OFFICIAL RULES:

By participating, Entrants (as defined herein) agree to abide by and be bound by these Sweepstakes Official Rules (the “**Official Rules**”) and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a prize is contingent upon timely and fulfilling all requirements set forth herein.

#### 6. CONTEST OVERVIEW:

Sponsor is producing the Products as described on the Website for the purposes of this Sweepstakes. Sponsor’s Products contain a variety of randomly inserted insert trading cards.

Sponsor is holding back a variety of the insert cards as prizes (individually a “Prize” or collectively the “Prizes”) to be awarded to the winners of the online no-purchases necessary Entries, as defined herein; the Prizes varies for each Product. The Products are offered for purchase through the e-Pack Site as well as in various online, retail, and hobby store locations throughout Canada and the United States.

#### 7. PRIZES:

Please see individual Product details on the Website.

Prices of trading cards 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 a Prize or predict price movements based on these conditions. Prizes are limited to one (1) Prize per person per day per household. The Prizes are limited to what is listed to that identified for the Product on the Website. If legitimately claimed, the Prizes will be awarded based on the dates and number of winners identified for the Product on the Website. Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize, or any Prize that does not reach the winner because of an incorrect or modified address or other contact information. If a winner does not accept the entire Prize, the unaccepted Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or the winner. Sponsor is not responsible for any inability of any winner to accept or use any Prizes (or portion thereof) for any reason. No Prize substitutions or other consideration will be provided to a winner, except in Sponsor’s sole discretion. Sponsor reserves the right and sole discretion to substitute the Prize or any portion thereof of for an equal or greater value of the Prize for any reason, including, without limitation, Prize unavailability. No more than the stated Prizes will be awarded. Any federal, state and local taxes, as well as any expenses costs or fees not specifically listed in these Official Rules as being provided as part of the Prizes are the sole responsibility of the winner.

#### 8. ODDS:

Any odds stated on a Product are based on the average of the entire Product production run; no ratio is guaranteed to exist within an actual pack, box or case.

#### 9. WAYS TO ENTER:

Entry methods are as follows (while supplies last):

1. Buy a qualifying Product on the e-Pack website, [www.upperdeckepack.com](http://www.upperdeckepack.com) (“e-Pack”), while supplies last.
2. Buy a qualifying Product at any authorized third party distributor, authorized online retailer, retail store, or hobby store, while supplies last.
3. To enter without purchase: For people who wish to enter the Sweepstakes without purchasing the qualifying Product (each an “Entrant”): Go to the Website and provide, where requested, your name, e-mail, and mailing

address (no P.O. Box), birthday, and telephone number. Upon receipt, your name will be entered to win a Prize based on the Product details identified on the Website (an “Entry”). No mail-in Entries will be accepted per this Sweepstakes. Prizes available while quantities and supplies last. Failure to comply will result in a disqualification of your Entry. **Limit one (1) Entry per person per household per day through the Sweepstakes Period as identified on the Website for the Product.**

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, 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. Sponsor will deliver Prizes to winners using the mailing address provided by on the Entry.

Prize awards are subject to prior verification of eligibility, as well as compliance with these Official Rules. Prizes may not be transferred, or assigned by any winners. If legitimately claimed, a Prize will be awarded.

#### 10. PRIZE CONDITIONS:

By accepting a Prize, the winner agrees to release and hold harmless the Released Parties, as defined herein, their affiliates, subsidiaries, parent companies, and their respective officers, directors, employees, shareholders, agents, successors, and assigns from and against any and all claims, demands, losses, liabilities, damages, costs, or causes of action arising out of participation in the Sweepstakes, or receipt or use of the Prize. In order to claim a Prize, a potential winner must agree to the release, indemnity, and consent (the “Release”) found on the Website. Winners who are residents of the United States must note that the value of the Prize is taxable as income and an IRS Form 1099 will be filed in the name of the winner for the estimated value of the Prize as determined by Upper Deck in its sole discretion. Sponsor may request additional information from the winner to submit the IRS Form 1099 and the winner must promptly provide such information in order to receive the Prize. The winner is solely responsible for all matters relating to or arising from the Prize after it is awarded by or on behalf of Upper Deck. If: (a) a Prize or Prize notification is returned as unclaimed or undeliverable to the potential winner, and a potential winner cannot be reached via email three (3) business days from the first notification attempt; (b) a potential winner fails to return requisite document(s) provided by Upper Deck following notification of the Prize award and within the specified time period; or (c) if potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, in Sponsor’s sole discretion, an alternate winner may be selected.

Legal residents of Canada only: In order to be declared a winner, the potential winner must first correctly answer a mathematical skill-testing question which will be posted on the Website. If the potential winner fails to correctly answer the question, he/she will be disqualified and another potential winner will be randomly selected. The potential winner who has applied on-line and who correctly answers the math skill-testing question will be notified by email at Sponsors’ discretion using the contact information provided on the Entry. Sponsor reserves the right, in Sponsor’s sole discretion, to administer an alternate skill test as it deems appropriate or necessary.

## 11. GENERAL CONDITIONS:

If for any reason the operation or administration of this Sweepstakes 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) technical or production failures, or (e) 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 Prizes using all eligible Entries received as of, or prior to the cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes, e-Pack, or Website; or (b) acting in violation of these Official Rules or in any manner that's disruptive to or contrary to the spirit of the Sweepstakes.

**CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR 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 OR 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 OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.**

## 12. RELEASE AND LIMITATIONS OF LIABILITY:

To the full extent permitted by law, by participating in the Sweepstakes, Entrants agree to release and hold harmless Upper Deck, its Licensors,, and their respective parent companies, affiliates, subsidiaries, employees, officers, directors, volunteers, members, distributors, sales representatives, officers, employees, agents, advertising and promotional agencies (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 any Prize, use or misuse of any Prize, or participation in any Prize-related activity, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry; (b) unauthorized human intervention in the Sweepstakes; (c) print or production errors; (d) Sweepstakes administration or Entry processing including, without limitation, on the Website; or (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 any Prize. 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 e-mail 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 relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the Entrant's actual cost, 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 WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL,

DIRECT, 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. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SWEEPSTAKES, THE PRIZES, OR ITS WEBSITES AND SPONSOR IS 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.

### 13. GENERAL:

By accepting a Prize, where permitted by law, the winner hereby grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant may also be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Prize winner's full name, image, voice, likeness, and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND INCLUDING WITHOUT LIMITATION, LOST PROFITS, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF OR RELATED TO THEIR 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 THE PRIZES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO ENTRANTS.

### 14. USE OF DATA:

All information submitted by Entrants will be collected, stored and used according to the privacy policy, available on the Website (the "Privacy Policy"). By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and use of their personal information and acknowledge that they have read, understand, and accepted the Privacy Policy.

### 15. DISPUTES; ARBITRATION; CLASS ACTION WAIVER:

To the full 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 Entry, Official Rules, Sweepstakes, or any Prizes awarded, shall be resolved individually, without resort to any form of class action (b) any and all claims, judgments and awards shall be limited to actual the Entrant's actual out-of-pocket costs to submit an Entry, but in no event 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 or 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the County of San Diego, State of California, United States. Any dispute, controversy or claim (“Claim”) arising out of or relating in any way to the construction, validity, interpretation and enforceability of these Official Rules, the Sweepstakes, the Prize, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes shall be resolved by one arbitrator through binding arbitration administered by a retired judge on the Judicate West panel in San Diego, California. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter herein. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. This clause is made pursuant to the Federal Arbitration Act and the Claim will be decided by arbitration in accordance with the Commercial Arbitration Rules of Judicate West then in effect as modified herein. The arbitration shall be conducted in accord with this arbitration provision and the Judicate West Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law. Nothing in these Official Rules or the mandatory arbitration provision here shall limit the remedies available to the parties under law. The award or decision of the arbitrator will be final, conclusive, and binding upon the parties hereto and judgment may be entered upon such award by any court. 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. Prior to, during, and following any arbitration, the parties agree that they shall not hold any form of press conference or in any way publicize any matters regarding or related to such arbitration or Claim. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties’ respective attorneys, tax advisors and senior management and to family members of a party who is an individual. However, the preceding sentence shall not apply to the Class Action waiver, as described herein. The invalidity or unenforceability of any provision of these Official Rules or Sweepstakes 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 Official 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.

Any Claim arising out of or relating to this Sweepstakes 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 plaintiff, or similar proceeding (“**Class Action**”). Entrants expressly waive any ability to maintain any Class Action in any forum. Claims may not be combined or aggregated based on similar claims or conduct any Class Action nor make an award to any person or entity not a party to the action. 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. ENTRANT UNDERSTANDS THAT HE/SHE WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.