

2013-14 BLACK DIAMOND HOCKEY – DIAMOND DRAFT SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

WINNER MAY BE REQUIRED TO RESPOND TO THE WINNER NOTIFICATION AND/OR COMPLETE AND EXECUTE A RELEASE AND PRIZE ACCEPTANCE AGREEMENT AND ANY OTHER LEGAL DOCUMENTS THAT SPONSOR MAY REQUIRE WITHIN THE TIME FRAME REQUIRED BY SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NAME OF CONTEST: 2013-14 Black Diamond Hockey – Diamond Draft Sweepstakes

SPONSOR: This Contest is sponsored by The Upper Deck Company, 2251 Rutherford Rd., Carlsbad, CA 92008, which is solely responsible for its content (“Sponsor”).

ELIGIBILITY: 2013-14 Black Diamond Hockey – Quad Diamond Rookie Gems Relics Sweepstakes (the “Sweepstakes”) is open and offered only to legal residents of the 50 United States (including D.C. but excluding Puerto Rico) or Canada (excluding the province of Quebec) who have the age of majority in his or her state (or province) of residence at the time of entry. Employees of Sponsor, their 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.

AGREEMENT TO OFFICIAL RULES: By participating, entrants agree to abide by and be bound by these 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 fulfilling all requirements set forth herein.

PRIZES: Twenty-Five (25) 1-of-1 shadowbox-style cards featuring a 2013-14 Quad Diamond Rookie, and showcasing lab created diamonds inside (“Prize”). Each Prize will feature a different subject and is unique.

Each Prize has an Approximate Retail Value (“ARV”) of one hundred and seventy five dollars (\$175.00). Sponsor reserves the right to substitute the Prize or prize component with another of comparable or greater value. All prize awards are subject to verification of eligibility, verification and compliance with these Official Rules. The actual odds of winning a prize depends on the total number of trading packages sold and the total number of mail-in requests received during the Promotion Period. Limit one (1) Prize per person, per household and per email address.

TWO WAYS TO ENTER: The Sweepstakes begins at 12:00am Pacific Standard Time (“PST”) on December 10, 2013 and ends at 12:00 p.m. PST on April 10, 2014 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Two (2) entry methods are as follows:

1. Twenty-four (24) Redemption Cards (“Redemption Cards”) will be randomly inserted into 2013-14 Black Diamond Hockey Hobby Packs. Each of these Redemption Cards will entitle the holder to an entry into the Prize Draw (as defined below). If you find a Redemption Card, go to our

website at www.upperdeck.com, clicking on "My Upper Deck", click on "My Redemptions" and following the easy step-by-step instructions. Alternatively, you may also call (800) 873-7332, and make your reservation via telephone through a company representative. Please note that mail-in redemptions are no longer accepted ("Redemption Card Entry").

2. **NO PURCHASE NECESSARY:** You may enter, without purchase, to win a Redemption Card by mailing any entry on a 3" x 5" note card to the following address: The Upper Deck Company, Attn: 2013-14 Black Diamond Hockey – Quad Diamond Rookie Gems Relics Sweepstakes, 2251 Rutherford Rd., Carlsbad, CA 92008 ("No Purchase Entry"). All No Purchase Entries must contain the following information from the Entrant: name, address, phone number, birth date and email address.

SELECTION OF WINNERS OF THE NO PURCHASE NECESSARY MAIL IN ENTRIES:

Winner will be selected in a random drawing, with equal odds of winning as if the entrants had made a purchase, from all eligible entries received by Sponsor, whose decisions regarding all aspects of the Sweepstakes shall be final and binding ("Prize Draw"). If a winner declines to accept a prize, or in the event that a prize or prize notification is returned as undelivered, the winner will be disqualified and the Sponsor may elect, at its own discretion, to select an alternate winner. By participating, entrants release Sponsor(s), their parents, subsidiaries, affiliated businesses, their advertising and promotion agencies and the officers, directors, employees and agents of each from any and all liability, damages or causes of action (however named or described) for injuries, damages or losses to persons and property which may be sustained in connection with receipt, enjoyment, ownership or use of the prize, and (except residents of Tennessee) winner grants permission to Sponsor to use winner's name, age, city, state, photograph or likeness for advertising and promotional purposes without additional compensation or approval (where lawful).

Winners will be entered into a draft to pick which of the twenty-five (25) cards the winner wishes to choose. The draft order will be decided randomly and will be held on April 14, 2014. A "ping pong style" draft will be utilized to pick the draft order for the selection of the Prize. The Prize selection will take place on April 14, 2014. If you are unable to participate in the draft, please let Upper Deck know by emailing QA@upperdeck.com and include the following in the subject line of the email: "2013-14 Black Diamond Hockey – Quad Diamond Rookie Gems Relics Sweepstakes". If you are not able to participate in the live draft, a card will be selected for you based on the most recent Beckett value of the corresponding base card from the 2013-2014 Black Diamond base set. Any cards found after April 10, 2014 at 12:00 pm PST will not be eligible for this Sweepstakes. Draft entry is non-transferable. Winner shall be responsible for timely communicating any change of address or contact information to Upper Deck.

Proof of entering information at a website or mailing of an entry is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void. The Sponsor is not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. Sponsor reserves the right to disqualify any person or e-mail address that submits more than maximum allowed entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

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, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical 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, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes using all non-suspect eligible entries received as of, or after (if applicable) this 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, at 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 or Sponsor's website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Sponsor, the Administrator, and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, 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 relating to 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) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; 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 participant'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 cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Participants 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, relative to the Sweepstakes. Without limiting the generality of the foregoing, the Sponsor does not make any express or implied warranties or representations with respect to the Sweepstakes or its websites and Sponsor shall not be liable for the consequence of any interruptions or errors related thereto.

PRIZE CONDITIONS: By accepting a Prize, the winner agrees to release and hold harmless the Released Parties and each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the prize in question. The potential winner will be notified by email and must sign and return to Sponsor, within ten (10) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her prize. Note: The Affidavit sent to a US potential winner will require that the winner provide their Social Security Number to the Sponsor, which will be used solely for tax reporting purposes. The winner will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The winner must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the winner for the value of the prize and the winner is solely responsible for all matters relating to the prize after it is awarded. If a prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if a potential winner cannot be reached via email three (3) business days from the first notification attempt, or if a potential winner fails to return requisite document(s) within the specified time period, or if potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected. Should the selected winner be a Canadian citizen, the selected entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail, email or telephone. If the selected entrant fails to correctly answer the question he/she will be disqualified and another entrant will be randomly selected. The potential winner who correctly answers the skill-testing question will be notified by email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential winner is determined to be less than the age of majority in his/her province of residence, then the potential winner will be disqualified and an alternate winner will be selected in their place.

ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF THE GRAND PRIZE PACKAGE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE WINNER. THE WINNER WILL NOT HAVE THE RIGHT TO SUBSTITUTE ANOTHER PRIZE PACKAGE. ANY DIFFERENCE BETWEEN THE STATED APPROXIMATE RETAIL VALUE OF ANY PRIZE AND THE ACTUAL VALUE OF SUCH PRIZE WILL NOT BE AWARDED. ANY UNCLAIMED PRIZE WILL NOT BE AWARDED.

GENERAL: By accepting a Prize, where permitted by law, the winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will 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, portrait, picture, 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, LOSS PROFIT, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES.

USE OF DATA: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <http://www.upperdeck.com/Privacy-Policy.aspx>. By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

DISPUTES: By entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes

but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives 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, 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 state of California, United States. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of San Diego, California, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules 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. The value of the prizes set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of any prize turns out to be less than the stated ARV, the difference will not be awarded in cash.

WINNERS LIST REQUEST: To request confirmation of the name, city and state of residence of the winners, please send such request to QA@upperdeck.com with the subject line "2013-14 Black Diamond Hockey – Diamond Draft Sweepstakes Winners".