

## 2022 NHL® MY MVP PROGRAM CONTEST OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.** WINNERS WILL BE REQUIRED TO RESPOND TO THE WINNER NOTIFICATION AND COMPLETE AND EXECUTE A RELEASE AND PRIZE ACCEPTANCE AGREEMENT (“RELEASE”) AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY SPONSOR OR PRIZES MAY BE FORFEITED (IN SPONSOR’S SOLE DISCRETION). ANY TERMS DEFINED IN THE RELEASE SHALL BE THE SAME AS THOSE DEFINED IN THE RULES. BY ENTERING THIS CONTEST DEFINED BELOW, YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS CONTEST. THIS CONTEST EXPRESSLY EXCLUDES RHODE ISLAND AND PUERTO RICO. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

### **1. NAME OF CONTEST:**

2022 NHL® MY MVP Program Contest (“Contest”).

### **2. CONTEST OVERVIEW:**

The Contest is an NHL® program that highlights and awards the most passionate and dedicated fans of various NHL® teams with the title of “most valuable person” (“MVP”). An MVP is defined as someone who has made a positive impact on other fans’ experience with one of the NHL® teams, such as an individual who encourages the crowd with his or her unique gear or goal-scoring dance, or a collector whose house is decked out with team memorabilia and cards. All Entrants (as defined below) must be at least eighteen (18) years old or the age of majority in the state in which he or she resides (if a legal resident of the USA) or have reached the age of majority in their jurisdiction of residence in Canada (if a legal resident of Canada) as defined in Section 5 below.

### **3. SPONSOR:**

This Contest is sponsored by The Upper Deck Company located at 5830 El Camino Real, Carlsbad, California 92008 (“UDC” or “Sponsor”).

### **4. CONTEST PERIOD:**

The Contest begins on October 17, 2022, at 12 p.m. Pacific Standard Time (“PST”) and ends on December 14, 2022, at 12 p.m. PST (“Contest Period”). For more information, please see the Contest details located at [www.upperdeck.com/mymvp](http://www.upperdeck.com/mymvp) (the “Website”).

### **5. ELIGIBILITY:**

a. **Who May Enter:** The Contest is open and offered only to natural persons who are legal residents of (a) the fifty (50) United States of America (“USA”), including Washington D.C., but excluding Rhode Island and Puerto Rico who are at least eighteen (18) years old or the age of majority in the state in which he/she/they resides at the time of entry in the USA, and (b) the provinces and territories of Canada, who have reached the age of majority in his/her/their jurisdiction of residence. Officers, directors, employees, representatives and agents of UDC, its affiliates, and UDC’s third-party licensors including, without limitation, National Hockey League Players’ Association, the National Hockey League (“NHL”), NHL Enterprises, L.P. and its related entities, NHL® teams (collectively the “NHL Parties”), 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, University Of North Carolina, Hockey Hall of Fame, 20th Century, Marvel, Disney, Pressman, Miramax, All-Elite Wrestling, Blizzard, The Overwatch League, (collectively “Licensors”), authorized third-party distributors and retailers, any other persons or entities involved in the development, production, implementation, administration, judging or fulfillment of the Contest, and their respective immediate families (i.e., parent, child, sibling or spouse) and/or household members (whether related or not) are ineligible to enter or win. Void where prohibited by law.

b. **Entrant Eligibility:** In order to be eligible as an Entrant in the Contest, all Entrants must: (1) read and agree to these Rules and the Privacy Policy; (2) execute and submit the Release that Sponsor will email to Entrant pursuant to Section 8(b) herein; and (3) submit an acceptable Entry as defined herein. All Entries must be written in English, suitable for presentation in public forum, and comply with the Privacy Policy. UDC will not accept any Entry that, as determined by UDC in its sole discretion, contains or references harassing, discriminatory, offensive, controversial, lewd, improper, or illegal activity or behavior.

c. **Entry Limitations:** Limit one (1) Entry per Entrant; duplicate Entries by an Entrant will be disqualified and removed. Entries and any content therein may be displayed publicly on the Website in Sponsor's sole discretion. Entries must be received by Sponsor during the Entry Period (as defined below) to be considered for the Contest. Proof of an Entry (such as a copied, printed, or saved version of a "thank you" or confirmation message or screen or delivery confirmation by a common carrier) does not constitute proof of actual receipt or acceptance of an Entry into this Contest. Odds of winning depend on number of eligible Entrants in addition to the criteria in Section 9 herein for the Entry.

Entries may not, as determined by Sponsor in its sole discretion: (1) contain or depict any third-party intellectual property, trademarks, brand names, slogans, logos, advertising, identifiable commercial locations, profanity, religious statements, or offensive or negative content excluding NHL® team trademarks and names; (2) depict or describe any dangerous, harmful, or illegal activity or violate any federal, state, provincial, or local laws or regulations; (3) include content that is false, fraudulent, deceptive, misleading, defamatory, derogatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any third party including any Released Parties (as defined below); (4) suggest inappropriate, unlawful, or dangerous use of any products or services, including those of Sponsor; (5) infringe on, misappropriate, or violate any rights of any third party including, without limitation, copyright, trademark, trade dress, trade secret, or right of privacy or publicity; (6) impersonate any other individual or entity, or otherwise misrepresent his/her/their affiliation with another person or entity, in connection with his/her/their Entry, (7) harass, bully, intimidate, or stalk other Entrants in the Contest or (8) have been submitted in any other contest, promotion, or competition.

## **6. AGREEMENT TO RULES:**

By participating in this Contest, Entrants agree to abide by and be bound by these 2022 NHL® My MVP Program Contest Official Rules (the "Rules") and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Entrant eligibility for winning a Prize (as defined below) is contingent upon timely fulfilling all requirements set forth herein.

## **7. PLATFORM SPECIFIC COMPLIANCE:**

By participating in this Contest, Entrant agrees to comply with all applicable laws and each Platform's terms of use and privacy policy, including but not limited to, the terms below. Facebook, Instagram, Twitter, and YouTube shall collectively be referenced as the "Platforms" herein.

a. **Facebook and Instagram:** Entrant releases Facebook, Instagram, and its affiliates from any and all liability related to the Contest and Prize. Entrant acknowledges that the Contest is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram.

b. **Twitter:** Entrant will not use multiple accounts to enter the Contest or post a duplicate or near duplicate tweet in order to enter the Contest.

c. **YouTube:** Entrant agrees to abide by YouTube's Terms of Service and Community Guidelines.

## **8. HOW TO ENTER:**

a. **Entry Requirements:** An "Entrant" is defined as an individual person who meets the eligibility requirements per Section 5 herein, and submits an Entry during the Entry Period pursuant to these Rules. Beginning on Monday, October 17, 2022 12 p.m. PST through November 7, 2022 at 12 p.m. PST ("Entry Period") an Entrant can submit an Entry on the Website by submitting (a) his/her/their first name and last name initial, (b) Entrant's email address, (c) favorite NHL® team, (d) shirt size ranging from adult small to adult 3XL, and (e) a written statement consisting of a minimum of seventy-five (75) words and maximum of one hundred fifty (150) words explaining

why he/she/they should be considered the MVP (“Statement”) (“collectively the “Entry”). Entrant represents and warrants that the information he/she/they provides on the Entry shall be true and correct, the Statement is his/her/their original work, created solely by him/her/them and over which he/she/they have all necessary rights, title and interest, including copyright; and the Statement complies with the limitations set out in Section 5(c) herein. In addition, the Entrant must (f) read and agree to the Rules and Privacy Policy, which is incorporated and referenced herein, and (g) complete and submit to UDC the Release that Sponsor will email to Entrant pursuant to Section 8(b) herein. By submitting an Entry, Entrant acknowledges, understands, and agrees to these Rules and the Privacy Policy.

b. Release: UDC will send the email containing the Release to Entrants who meet the Entry requirements herein within forty-eight (48) hours of receiving the Entry from the following email address: [mymvp@upperdeck.com](mailto:mymvp@upperdeck.com). Entrant will have forty-eight (48) hours from the time of receipt to complete and return the Release to UDC via email to [mymvp@upperdeck.com](mailto:mymvp@upperdeck.com). The Release may request the Entrant’s personal information, including but not limited to, the Entrant’s (a) first name and last name initial, (b) email address, (c) mailing address, and (d) date of birth. In addition, the Release will also request Entrants to submit a minimum of one (1) but no more than five (5) images in JPEG format no larger than two (2) megabytes (“MBs”) depicting the Entrant in their NHL® gear of their favorite NHL® team (“Images”). Entrant must be the sole owner of all rights, title, and interest in and to the copyright to the Images at all times when the Images are provided to and used by UDC. UDC will not accept any Images that contain offensive, controversial, lewd, improper, or illegal activity or questionable title, and reserves the right to refuse any Image for any reason, in UDC’s sole discretion. The Images must not feature any third-party logos or trademarks, excluding NHL® team trademarks and names. Entrant acknowledges and agrees that UDC may modify any Image to remove any unauthorized third-party logos, trademarks, indicia, or third-party intellectual property without notice to or approval from Entrant. For more information on how UDC stores and uses personal information, please refer to the Privacy Policy.

c. Entry Disqualification: Failure to complete any portion of these Entry requirements or any violation of these Rules, as determined by Sponsor in its sole discretion, will automatically disqualify Entrant from the Contest. Entries may not be acknowledged and may be destroyed and/or deleted. Entries, comments or votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, without limitation, commercial contest or contest subscription notification and/or entering service sites, will be deemed invalid and disqualified from this Contest. Any attempt made to submit an Entry in excess of the limit herein or otherwise in violation of these Rules by using multiple or false contact information or otherwise may be disqualified.

## **9. CONTEST PROCEDURE:**

a. Panel Selection: Forty-eight (48) hours after the expiration of the Entry Period, Sponsor will create an internal panel of five (5) qualified, impartial UDC employees, in UDC’s sole discretion, to review all Entries that comply with these Rules (“Panel”). The Panel will review the Entries and select up to five (5) Entrants to become an MVP nominee (“Nominee”) for each NHL® team based on the following criteria, in Sponsor’s sole discretion and as demonstrated in the Entry: (a) qualifications as the “Most Valuable Person,” as described in Section 2 herein, (b) the Entrant’s positive impact on the NHL® team and fan community, (c) originality and uniqueness of the Entry, (d) a compelling Statement, and (e) amount of team spirit. The Panel’s decision is final on all matters regarding or related to the Contest. If any panelist on the Panel personally knows an Entrant, the panelist will be disqualified and replaced with another qualified panelist, in UDC’s sole discretion. On November 18, 2022 at 12 p.m. PST the Panel will announce the Nominees on UDC’s Twitter account “@UpperDeckHockey” (“Twitter Account”).

b. First Voting Period: From November 18, 2022 at 12 p.m. PST through November 29, 2022 at 12 p.m. PST (“First Voting Period”), individuals who have an active and valid Twitter account (“Voters”) will be able to cast a vote on the Twitter Account for their favorite Nominee for each NHL® team by selecting the “like” button next to the respective Nominee’s name. Each like on the Twitter Account shall equal one (1) vote for the respective Nominee for each NHL® team. Each Voter shall be able to cast only one (1) vote during the First Voting Period. Votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be

accepted and will be void. At the termination of the First Voting Period, for each represented NHL® team, the Nominee with the most number of likes will be considered the first place winner (“First Place Winner”), the Nominee with the second highest number of likes will be considered the second place winner (“Second Place Winner”), and the Nominee with the third highest number of likes will be considered the third place winner (“Third Place Winner”) (collectively, the “Winners”). The Sponsor will announce the names of the Winners on November 30, 2022 at 12 p.m. PST on the Twitter Account.

c. Second Voting Period: From December 2, 2022 at 12 p.m. PST through December 12, 2022 at 12 p.m. PST (“Second Voting Period”), Voters will be able to cast a vote on the Twitter Account for their favorite First Place Winner by selecting the “like” button next to the respective First Place Winner’s name. Each like on the Twitter Account shall equal one (1) vote for the respective First Place Winner. Each Voter shall be able to cast only one (1) vote during the Second Voting Period. Votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. At the termination of the Second Voting Period, the First Place Winner with the most number of likes will be considered the first place finalist (“First Place Finalist”), the First Place Winner with the second highest number of likes will be considered the second place finalist (“Second Place Finalist”), and the First Place Winner with the third highest number of likes will be considered the third place finalist (“Third Place Finalist”) (collectively, the “Finalists”). In the event of a tie, the Finalists will be selected by the Panel, in the Panel’s sole discretion. UDC will announce the Finalists on the Twitter Account on December 14, 2022 at 12 p.m. PST.

#### **10. SELECTING THE ULTIMATE MVP:**

After the termination of the Second Voting Period, the Panel will select one (1) person out of the Finalists to also be the ultimate MVP (“Ultimate MVP”) based on (a) qualifications as the “Most Valuable Person,” as described in Section 2, (b) positive impact on the NHL® team and fan community, (c) originality and uniqueness of story, (d) the benefit of sharing the Ultimate MVP’s story with the international NHL® fan community and (e) most number of votes received in the Second Voting Period. UDC will announce the Ultimate MVP on the Twitter Account on December 14, 2022 at 12 p.m. PST when the Finalists are announced.

#### **11. PRIZES:**

a. Prizes Available: The Prizes vary based on the type of Winner. There are a maximum total of ninety-seven (97) Prizes available per this Contest and they vary based on number of Entrants. The Prizes include: (a) one (1) MVP grand prize awarded to the Ultimate MVP (“Grand Prize”); (b) thirty-two (32) first place prizes awarded to the First Place Winners (“First Place Prize”); (c) thirty-two (32) second place prizes awarded to the Second Place Winners (“Second Place Prize”); and (d) thirty-two (32) third place prizes awarded to the Third Place Winners (“Third Place Prize”). The Grand Prize, First Place Prizes, Second Place Prize, and Third Place Prize, are individually referenced as a “Prize” or collectively referenced as the “Prizes.” The Ultimate MVP, First Place Winners, Second Place Winners and Third Place Winners shall be collectively referenced herein as the “Prize Recipients.”

i. Grand Prize: The Grand Prize has an estimated value of Three Thousand Dollars (U.S.D. \$3,000) consisting of: (1) one (1) official UDC trading card featuring the Ultimate MVP inserted in UDC’s 2023-2024 NHL® MVP trading card product (“Trading Card”); (2) two (2) 2022-2023 Stanley Cup® Playoffs tickets (“Stanley Cup Playoffs”) for a date determined by the Sponsor; (3) one (1) hotel room for one (1) person for one (1) night’s hotel accommodation at a hotel selected by Sponsor near the Stanley Cup Playoffs; (4) one (1) five hundred dollar (U.S.D. \$500) travel voucher payable via check; (5) one (1) carry-on piece of luggage; (6) one (1) luggage tag; (7) three (3) boxes of NHL® hockey trading card products selected by Sponsor, in its sole discretion, with an estimated retail value of Three Hundred Fifty Dollars (U.S.D. \$350).

ii. First Place Prize: Each First Place Prize has an estimated value of Three Hundred Dollars (U.S.D. \$300) consisting of: (1) one (1) framed trading card featuring each First Place Winner’s image; (2) one (1) UDC t-shirt; (3) one (1) UDC hat; (4) one (1) UDC water bottle; (5) one (1) UDC play-mat; (6) one (1) UDC window cling; and (7) one (1) UDC jacket.

ii. Second Place Prize: Each Second Place Prize has an estimated value of Two Hundred Dollars (U.S.D. \$200) consisting of: (1) one (1) UDC t-shirt; (2) one (1) UDC jacket; (3) one (1) UDC play-mat; (4) one (1) UDC window cling; (5) one (1) UDC hat; and (6) one (1) UDC water bottle.

iii. Third Place Prize: Each Third Place Prize has an estimated value of One Hundred Dollars (U.S.D. \$100) consisting of: (1) one (1) UDC hat; (2) one (1) UDC t-shirt; (3) one (1) UDC window cling; and (4) one (1) UDC play-mat.

b. Prize Value: The total approximate retail value the Prizes is up to Twenty-Two Thousand Two Hundred Dollars (U.S.D. \$22,200). It is impossible to establish an exact value of the Prizes or predict values based on several conditions such as current market conditions and total number of Prize Recipients, which are subject to change.

c. Prize Eligibility: In order to receive a Prize, all Entrants must timely (1) read and agree to these Rules and the Privacy Policy; and (2) execute and return the Release. In addition to the foregoing, the Grand Prize Winner must also execute and return to UDC a W9 tax form as defined herein.

d. Receiving the Grand Prize: Within five (5) business days after the end of the Second Voting Period, UDC will email the Grand Prize Winner based on the email address provided by the Grand Prize Winner in his/her/their Release ("Winner Notification") requesting the Grand Prize Winner execute and return a W-9 or W-8BEN tax form. The Grand Prize Winner must execute and return the W9 tax form within five (5) business days of receiving the Winner Notification in order to receive the Grand Prize. Contingent upon the Winner's completion of the aforementioned procedures, within thirty (30) calendar days of UDC's receipt of the Grand Prize Winner's completed W9 9 or W-8BEN tax form, UDC will mail the Grand Prize Winner all physical elements of the Grand Prize based on information provided by Grand Prize Winner in the Release, and all digital elements of the Grand Prize will be provided to the Grand Prize Winner electronically. The Stanley Cup Playoffs tickets will be available in May and/or June 2023.

e. Receiving the First Place Prize: Within thirty (30) calendar days of the end of the Second Voting Period, UDC will mail the First Place Winner the First Place Prize based on information provided by First Place Winner in the Release. The First Place Prize will be mailed via first class US mail, to the mailing address provided by First Place Winner in the Release.

f. Receiving the Second Place Prize: Within thirty (30) calendar days of the end of the Second Voting Period, UDC will mail the Second Place Winner the Second Place Prize based on information provided by Second Place Winner in the Release. The Second Place Prize will be mailed via first class US mail, to the mailing address provided by Second Place Winner in the Release.

g. Receiving the Third Place Prize: Within thirty (30) calendar days of the end of the Second Voting Period, UDC will mail the Third Place Winner the Third Place Prize based on information provided by Third Place Winner in the Release. The Third Place Prize will be mailed via first class US mail, to the mailing address provided by Third Place Winner in the Release.

h. Prize Disclaimers: Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize or any element thereof, or any Prize that does not reach the Prize Recipients because of an incorrect or modified address or other contact information. If the Prize Recipient does not accept the entire Prize, the Prize will be forfeited in its entirety, and Sponsor will have no further obligation with respect to the Prize or the Prize Recipient. If the Prize Recipient cannot be contacted as outlined herein, or if there is a return of any notification as undeliverable; then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize). Sponsor is not responsible for any inability of any Prize Recipient to accept or use any Prize (or portion thereof) for any reason. No Prize substitutions or other consideration will be provided to the Prize Recipient, except in Sponsor's sole discretion. Sponsor reserves the right and sole discretion to substitute the Prize or any portion thereof for comparable value of the Prize for any reason, including, without limitation,

Prize unavailability. No more than the stated Prize will be awarded. Any federal, state, provincial and local taxes, as well as any expenses costs, travel fees or any other fees not specifically listed in these Rules as being provided as part of the Prize are the sole responsibility of the Prize Recipient. In the event that the Stanley Cup Playoffs is canceled or rescheduled for any reason, Sponsor reserves the right and sole discretion to provide alternative Prize consideration to the Ultimate MVP in Sponsor's sole discretion. Entrant acknowledges and agrees that Sponsor and the Released Parties are not responsible or liable in any way for the Ultimate MVP's travel to and from or attendance at the Stanley Cup Playoffs, and Entrant hereby releases, indemnifies, defends, and holds harmless Released Parties from all claims, damages, liabilities, costs, including, without limitation, attorneys' fees arising out of or related to Ultimate MVP's travel to and from and attendance at the Stanley Cup Playoffs.

Grand Prize Winner represents and warrants the Grand Prize Winner and his/her/their guest will abide by all applicable venue policies including any rules and regulations related to COVID-19. Sponsor reserves the right to revoke the tickets from Grand Prize Winner and/or his/her/their guest who Sponsor or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, have violated any venue policy or law, or bring the Sponsor or the NHL and its related entities into disrepute.

## **12. LICENSE GRANTED:**

By entering into this Contest, all Entrants agree to these Rules including, without limitation, this Section 12. By entering into this Contest, all Entrants hereby represent that they have the authority to grant and do grant UDC and its related parties and affiliates and the NHL Parties an irrevocable, royalty-free, perpetual, worldwide, sub-licensable license to feature Entrant's full name, biographical information, image, and likeness (collectively the "Attributes"), the Entry, Images, if applicable, on UDC's, an NHL Parties' and/or their related parties' and affiliates' social media accounts including, without limitation, Facebook, Twitter, YouTube, Instagram, in addition to websites and blogs or for advertising and promotional purposes including, without limitation, advertisements for the Contest or any similar contests Sponsor may run in the future, without additional consideration or notice to Entrant in all manners and media unless prohibited by law. By entering the Contest, all Entrants agree to waive any and all moral rights that they may have in and to their Entry with respect to the uses contemplated herein. Further, by entering into this Contest, each Entrant consents to UDC's use of Entrant's personal information, name, image, likeness, and all other publicity rights on UDC websites, materials, and social media accounts. As a condition of entering the Contest, each Entrant hereby consents that Sponsor and its representatives, affiliates, related parties, and licensors, and agents may obtain and deliver his/her/their name, mailing address, email address, date of birth, and Twitter handle to third parties for the purpose of administering and marketing this Contest and complying with applicable laws, regulations and rules.

Information provided by all Entrants will be used as stated herein, and for purpose of this Contest, in accordance with the Privacy Policy. By entering this Contest, Entrant agrees that Entrant's participation and submission of an Entry as defined herein demonstrates and confirms Entrant's understanding of, compliance with, and agreement to these Rules and any display and use of Entrant's Entry as contemplated herein will not violate any agreement to which Entrant is a signatory or party.

## **13. INDEMNIFICATION:**

Entrant agrees to indemnify, defend, and hold harmless Sponsor and the Released Parties against any and all claims, liabilities, suits, losses, damages, and expenses (including, without limitation, attorneys' fees) brought by or on behalf of a third party against Sponsor and/or any of the Released Parties arising out of or related to the Contest, Rules, Entry, Images, or the Prize. Entrant shall give Sponsor or the Released Parties full authority to control the defense and all aspects relating to the defense thereof through lawyers of Sponsor's or Released Parties' own choosing, including, but not limited to, the right to compromise and enter into any settlement of all claims, provided, however, that Entrant has no authority to bind, or obligate Sponsor or Released Parties in any way or manner whatsoever. Any compromise or settlement of any claim that required any payment by Sponsor or Released Parties, or requires any action or activity, or the cessation or any action or activity by Sponsor or the Released Parties shall require the Sponsor's express written agreement to such terms and conditions. Entrant may not enter into any settlements or make any admissions on Sponsor's or the Related Parties' behalf without their prior written consent.

#### **14. RIGHTS RESERVED:**

Sponsor reserves the right, in its sole discretion, to disqualify from the Contest and/or remove from the Website, or elsewhere any Entry, Images, or any part thereof that, in Sponsor's sole discretion, that refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, or any other person or entity or does not comply with these requirements or these Rules.

The Released Parties are not responsible for legal protection or clearance of the Entries in any form. Sponsor reserves the right to request evidence of permission or ownership of the Images, and further reserves the right and sole discretion to disqualify any Entries it deems infringing or inappropriate in any form. Except where expressly prohibited by law, once submitted, all Entries, and Images, will become part of the Contest and may not be removed by or returned to Entrant, even if Entrant withdraws from the Contest.

#### **15. PRIZE CONDITIONS:**

a. **Prize Release:** By accepting the Prize, each Prize Recipient agrees to forever release and hold harmless Sponsor and the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs, or causes of action arising out of or related to participation in the Contest, Image, Website, Entry, his/her/their travel to and/or attendance at the Stanley Cup Playoffs, or receipt or use of the Prizes. By accepting the Grand Prize, the Ultimate MVP acknowledges and agrees UDC is not responsible to pay for any travel, incidental, or other expenses associated with the Grand Prize, the Stanley Cup Playoffs, or this Contest that is not specifically included in the Grand Prize as described above. Further, by accepting the Prizes, the Prize Recipients each represent and warrant that they have the authority to grant and do grant to UDC and the NHL Parties an irrevocable, perpetual, worldwide, sub-licensable, royalty-free license to feature his/her/their Attributes, and Images on any and all UDC and NHL Parties--related packing, solicitations, websites, social media, and advertisements related to the Contest or any similar Contest run by Sponsor in the future. Each Entrant agrees to indemnify, defend, and hold harmless the Released Parties from any and all damages, costs, liabilities, claims, disbursements, actions, and expenses, including without limitation, attorneys' fees, arising out of or related to the Attributes, and Images. Prize Recipients will not enter into any settlements or make any admissions on UDC's behalf without UDC's prior written consent. Prize Recipients acknowledge and agree that his/her/their participation in the Contest, eligibility to receive, and/or receipt of a Prize is contingent upon his/her/their full compliance with the Rules and conditions herein. Prize Recipients further acknowledge and agree he/she/they is not entitled to any other consideration related to the use of the Images, or Attributes in and on any and all related products, packing, solicitations, websites, social media, and advertisements. The Prizes are subject to prior verification of eligibility, as well as compliance with these Rules. The Prizes may not be transferred, assigned or redeemed for cash, except at the sole discretion of UDC. If legitimately claimed, the Prizes will be awarded.

b. **Tax Implications:** If a Prize Recipient is a resident of the U.S.A., the value of the Prize is taxable as income and an I.R.S. Form 1099 ("1099") will be filed in the name of the Prize Recipient for the estimated value of the Prize as determined by UDC in its sole discretion; tax forms may be provided by UDC to Prize Recipients following written notification thereof ("Prize Notification"). Sponsor may request additional information from each Prize Recipient to submit the 1099 and each Prize Recipient must provide such information within five (5) business days from UDC's Prize Notification in order to receive the Prize. Prize Recipients are solely responsible for all matters relating to or arising from a Prize after it is awarded. If (i) a Prize or Prize Notification is returned as unclaimed or undeliverable to a Prize Recipient, and such Prize Recipient cannot be reached via email three (3) business days from the first Prize Notification attempt; (ii) a Prize Recipient fails to return requisite document(s) provided by UDC following the Prize Notification and within the specified time period; (iii) if a Prize Recipient does not fully comply with these Rules, then such person shall be disqualified and, in Sponsor's sole discretion, an alternate Prize Recipient may be selected.

c. **Canadian Compliance:** With respect to Canada, this Contest is open to legal residents of Canada. For Canadian residents only, in order to be declared a Winner, the Winner must first correctly answer a time-limited mathematical skill-testing question without mechanical or other aid, which will be posted on the Website. If the potential Winner fails to correctly answer the question, he/she/they will be disqualified and another potential

Winner will be randomly selected. Sponsor reserves the right, in Sponsor's sole discretion, to administer an alternate skill test as it deems appropriate or necessary.

#### **16. FORCE MAJEURE:**

If for any reason the operation or administration of this Contest or Website 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) a Force Majeure Event which includes, but is not limited to, "acts of God", fires, strikes, labor disputes, pandemics, epidemics, accidents, embargoes, riots, floods, earthquakes, wars or governmental actions (each a "Force Majeure Event"), (e) technical or production failures, or (f) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest 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 cancellation, termination, modification, or suspension date, or in any manner that conforms to the spirit of these Rules. Sponsor reserves the right, in its sole discretion, to disqualify any individual deemed to be (y) tampering or attempting to tamper with the Entry process or the operation of the Contest, or (z) acting in violation of these Rules or in any manner that's disruptive to or contrary to the spirit of the Contest. If Sponsor cannot commence or complete the performance of its obligations or exercise its rights hereunder due a Force Majeure Event, Sponsor may, in its sole discretion and without penalty, cancel the Contest or suspend the Contest Period hereunder during such time in which Sponsor is unable to commence or complete performance of its obligations, or receive the benefits herein due to a Force Majeure Event.

#### **17. EQUITABLE REMEDIES:**

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND 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 RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.

#### **18. RELEASE AND LIMITATIONS OF LIABILITY:**

To the full extent permitted by law, by participating in the Contest, Entrants agree to release and hold harmless UDC, Licensors and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, officers, employees, agents, successors, assigns, advertising and promotional agencies (collectively, the "Released Parties") from and against any claim, action, injury, loss, damage, liability, or cause of action arising out of or related to an Entry, the Website, the Contest, acceptance, receipt, or use or misuse of a Prize, or participation in any Prize-related activity. Without limiting the foregoing, Entrants agree to release, indemnify, and hold harmless the Released Parties from, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry; (b) unauthorized human intervention in the Contest; (c) printing or production errors; (d) Contest administration or Entry processing; (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 Contest or receipt or use of a Prize or travel to/from or attendance at the Stanley Cup Playoffs; or (f) Entrant's participation in the Contest or feature on the Website or social media Platforms. 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 email 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 Contest or downloading any materials in this Contest.



ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY WILL BE LIMITED TO ENTRANTS ACTUAL COST, NOT TO EXCEED FIVE DOLLARS (\$5.00), 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 AGREES 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 CONTEST OR THE PRIZES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE CONTEST OR THE PRIZES, 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.

**19. NAME, IMAGE, AND LIKENESS RELEASE:**

By accepting a Prize or, submitting an Entry, where permitted by law, Entrants hereby grant to the Released Parties and those acting pursuant to the authority of Sponsor and the NHL Parties (which grant may also be confirmed in writing upon Sponsor's request), the irrevocable, perpetual, worldwide, sub-licensable, royalty-free license and right to print, publish, disseminate, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Entrant's Attributes, Entry, and the Images, for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

**20. USE OF DATA:**

All information submitted by Entrants will be collected, stored and used for Contest administration purposes and in accordance with the Privacy Policy, available on the website [http://upperdeck.com/Elements/doc/UD\\_MasterPrivacyPolicy\\_5-28-20.pdf](http://upperdeck.com/Elements/doc/UD_MasterPrivacyPolicy_5-28-20.pdf) (the "Privacy Policy"). By participating in the Contest and providing any personal information, Entrants hereby agree to Sponsor's collection and use such information and acknowledges that he/she/they read, understands, accepts, and agrees to the Privacy Policy. The Privacy Policy is hereby incorporated in these Rules.

**21. CLASS ACTION WAIVER:**

To the fullest extent permitted by law, by entering the Contest, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Entry, Platforms, Rules, Privacy Policy, Contest, and Prize, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to the Entrant's actual out-of-pocket costs to submit an Entry and participate in the Contest, but in no event attorneys' or legal 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. Any Claim arising out of or relating to this Contest or Prize 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 plaintiffs, or similar proceeding ("Class Action"). Entrants expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration, and the arbitrator may award damages on an individual basis only. 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.

**22. ARBITRATION:**

a. Arbitration Provision: Except as specifically excluded herein, the Parties agree that any dispute, controversy or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the

Agreement, Licensed Products, Licensed Properties, any relationship or conduct between the Parties, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of this Agreement, or arising under local, state, or federal statutes or regulations shall be resolved by one arbitrator through mandatory and binding arbitration administered by a retired state or federal judge on the American Arbitration Association (“AAA”) national roster of arbitrators who is able to conduct the arbitration in San Diego, California. If the Parties are unable to agree on an arbitrator, an arbitrator shall be determined pursuant to Rules 15-20 of the AAA Consumer Arbitration Rules (“AAA Consumer Rules”) (presently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>). This Arbitration Agreement is made pursuant to the Federal Arbitration Act and the Dispute will be decided by arbitration in accordance with the AAA Consumer Rules then in effect subject to the modifications described in this Section. At this time, the instructions for initiating AAA arbitration can be found at “R-2” of the AAA Consumer Rules and a template for an AAA Consumer Arbitration demand may be found at: [https://www.adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_3.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf). Except as provided herein, the arbitration shall be conducted in accordance with AAA Consumer Rules, rather than any federal or state rules of civil procedure. The AAA Consumer Rules may provide more limited discovery compared to federal or state rules of civil procedure. The arbitrator shall honor claims of privilege and privacy recognized under California law and shall take reasonable steps to protect all confidential information. Each Party may be represented by legal counsel of their own choosing. To the fullest extent permitted by law, each Party shall pay its own attorneys’ fees. To the fullest extent permitted by law, the expense of the arbitration will be shared equally between the parties. 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. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. The arbitrator shall not have the authority to add to, amend, or modify existing law and all awards will be based solely on the law which would govern the Dispute if it had been brought in a court of law. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any Party was not a named party in the arbitration. Prior to, during, and following any arbitration, the Parties agree that the arbitration shall remain confidential.

This arbitration agreement specifically excludes from coverage any Disputes relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act, Disputes under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), and Disputes under the California Private Attorney Generals Act (PAGA). This arbitration agreement does not preclude the Parties from seeking provisional remedies from a court of law (such as temporary restraining orders or preliminary injunctions) to the extent applicable law allows parties to an arbitration agreement to obtain such relief. A Party’s seeking or obtaining such provisional remedies shall not be considered a waiver of that Party’s right to arbitration under this arbitration agreement. This arbitration agreement does not preclude the Parties from bringing applicable Disputes in the small claims court for the Superior Court of the County of San Diego, California. Nothing in this arbitration agreement is intended to affect or limit the Parties’ right to file an administrative charge or otherwise seek relief from any administrative or federal or state government agencies (although if a Party chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this arbitration agreement). A Party’s participation in any administrative proceedings shall not be considered a waiver of that Party’s right to arbitration under this arbitration agreement. Except as provided herein, this arbitration agreement shall be governed by the Federal Arbitration Act and California law to the extent California law is not inconsistent with the Federal Arbitration Act.

**b. Delegation to Arbitrator:** UNLESS OTHERWISE STATED IN THIS AGREEMENT, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKEABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY FEDERAL, STATE, OR LOCAL COURT OR AGENCY) THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, VALIDITY OR FORMATION OF THIS AGREEMENT, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, OR AND ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. Notwithstanding the

above, the arbitrator is not authorized to make any award of attorneys' fees or costs relating to the determination of gateway issues of arbitrability.

c. Intellectual Property Claims Exempted: Notwithstanding the above, the Parties agree that any dispute, controversy, or claim involving the intellectual property rights of the Parties or the Parties' affiliates or licensors may be brought in any state or federal court in the Southern District in the State of California, and the Parties consent to exclusive personal jurisdiction and venue in such courts.

### **23. ENFORCEABILITY:**

The invalidity or unenforceability of any provision of these Rules or Contest or any Release executed in conjunction with the Contest 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 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.

In case of any discrepancy between the French and English versions of the Rules, the English version shall prevail.

### **24. PRIZE RECIPIENTS AND RULES:**

To request confirmation of the Prize Recipients, please email a written request to [mymvp@upperdeck.com](mailto:mymvp@upperdeck.com) with the subject line "2022 NHL® My MVP Program Contest."

Facebook: The Contest is in no way sponsored, endorsed or administered by Facebook. By participating in this Contest, you fully and irrevocably release Facebook from any and all liability in connection with this Contest.

Twitter: The Contest is in no way sponsored, endorsed or administered by Twitter. By participating in this Contest, you fully and irrevocably release Twitter from any and all liability in connection with this Contest.

Instagram: The Contest is in no way sponsored, endorsed or administered by Instagram. By participating in this Contest, you fully and irrevocably release Instagram from any and all liability in connection with this Contest.

YouTube: The Contest is in no way sponsored, endorsed or administered by YouTube. By participating in this Contest, you fully and irrevocably release YouTube from any and all liability in connection with this Contest.

UDC is the sole sponsor and administrator of this Contest. By participating in this Contest, you fully and irrevocably release all UDC's affiliates and the NHL Parties from any and all liability in connection with this Contest.

© 2022 The Upper Deck Company. 5830 El Camino Real, Carlsbad, CA 92008. All rights reserved. NHL, the NHL Shield and the word mark and image of the Stanley Cup are registered trademarks of the National Hockey League. © NHL 2022. All Rights Reserved.