

UPPER DECK'S LEGENDARY DXP STEAM BETA PROMOTION OFFICIAL RULES

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 PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH IS A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITY TO SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

NAME OF PROMOTION ("Promotion"): Upper Deck's Legendary DXP Steam Beta

SPONSOR and ADMINISTRATOR: This Promotion is sponsored by The Upper Deck Company, a Nevada corporation, registered in California as "The Upper Deck Company, a Nevada Corporation", located at 5830 El Camino Real, Carlsbad, California, 92008, which is solely responsible for its content ("Sponsor"). Sponsor and its respective parents, divisions, affiliates, subsidiaries, advertising agencies, promotional partners, and prize providers associated with this Promotion collectively are referred to herein as the "Released Parties" and each a "Released Party." Sponsor may run multiple campaigns.

ELIGIBILITY: Promotion is open and offered only to legal residents of the 50 United States (including D.C. but excluding Puerto Rico, New York, Rhode Island and Florida) and the provinces and territories of Canada who have reached the age of majority in their jurisdiction of residence and are at least eighteen years old (18) at the time of entry ("Entrants"). Void where prohibited by law. Current and former employees, members, managers, officers and directors of Released Parties, and their immediate family members and/or those living in the same household of each (including individuals who have been employed by a Released Party within the past twelve (12) months) are ineligible to enter the Promotion or win a prize. For the purpose of this Promotion, immediately family members are defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

PROMOTION PERIOD: Eligible individuals may submit their entries beginning on December 7, 2017 at 5:00:01 p.m. Pacific Standard Time ("PST") and ending ends on December 10, 2017 at 11:59:59 p.m. PST (the "Promotion Period").

HOW TO ENTER:

1. Please visit the Facebook page, <https://www.facebook.com/legendarydyp/>, and like the comment (the "Submission"):

"Closed Legendary DXP Steam beta is almost here! We have one key to give away to one lucky person! Like this post by 11:59 pm (PST) on December 10, 2017. We will announce the winner on Monday December 11, 2017!"

****By entering this Promotion you agree to allow your name, name as it appears on Facebook and image to be posted by Upper Deck on Facebook, Twitter, YouTube, Instagram, Upper Deck websites, and blogs or for advertising and promotional purposes without additional consideration in all manner and media throughout the world, in perpetuity, unless prohibited by law.**

All Submissions must be submitted using the entry method above. Entrant may enter one (1) time only and any duplicate Submissions, participation, or entries will be disqualified and removed. Submissions and any content within them may be displayed publicly on the website in Sponsor's sole discretion. Only individuals may enter. Teams, group, and entities may not participate. Submissions must be received by Sponsor during the Promotion Period to be considered for the Promotion. Proof of submission (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 of a Submission or entry into this Promotion. Odds depend on number of participants.

Entrants who do not abide by these Official Rules or follow the instructions provided by Sponsor or its representative will be disqualified. Submissions may not be acknowledged and, in fact, may be destroyed and/or deleted. Submissions, 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. Submissions made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, without limitation, commercial Promotion or Promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. As a condition of entering the Promotion, each Entrant gives consent for Sponsor and its representative to obtain and deliver his or her name, address, Facebook information and other information to third parties for the purpose of administering this Promotion and complying with applicable laws, regulations and rules. Any attempt made to submit a Submission in excess of any limit or otherwise in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified.

The information Entrant provides will be used as stated herein, and for purpose of this Promotion, in accordance with Upper Deck's privacy policy.

Entrant agrees to indemnify, defend and hold harmless the Released Parties against any and all claims from any third party for any use or reuse by any Released Party of Entrant's Submission.

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

The Released Parties are not responsible for legal protection or clearance of Submissions in any form. Sponsor reserves the right to request evidence of permission or original work and further reserves the right and sole discretion to disqualify any Submission it deems infringing or inappropriate in any form, according to the Upper Deck Terms of Use, which can be found at <http://www.upperdeck.com/Terms-And-Conditions.aspx>. Except where expressly prohibited by law, once submitted, all Submissions become part of the campaign and may not be removed by Entrant, even if Entrant withdraws from Promotion consideration.

LICENSE: By entering, except where prohibited by law, each Entrant grants to the Released Parties and their agents and assigns a perpetual, irrevocable, sub-licensable, absolute non-exclusive right, permission and license to the Released Parties to use the Submission in any and all media throughout the world, in perpetuity, for any purpose whatsoever, without any additional compensation, consideration, notice, review or approval. Each Entrant agrees that the licensed entities may, but are not required to attribute the Submission or any part thereof to an Entrant. Each Entrant waives and releases the Released Parties from any and all claims that Entrant may now or hereafter have in any jurisdiction based on "moral rights" or "droit moral" or unfair competition with respect to the Released Parties' exploitation of any Submission without further notification or compensation to Entrants of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties and each of their affiliates, licensees, or any other person or entity in connection with this Promotion, on the grounds that any use of any Submission or element thereof, including, without limitation, any photograph, or any derivative works, infringe or violate any of Entrants' rights therein. Each Entrant acknowledges and agrees that nothing in these Official Rules will require a Released Party to use the Submission in part or in whole or to include the Submission in any Released Party-related property, including, without limitation, its websites. Each Entrant hereby acknowledges and agrees that the relationship between Entrant and any of the Released Parties is not a confidential, fiduciary, or other special relationship, and that Entrant's decision to submit his/her Submission for purposes of the Promotion does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Submission, other than as set forth in these Official Rules. Each Entrant acknowledges and agrees that Entrant will not be entitled to any compensation as a result of Sponsor's use of any similar or identical material that has or may come to Sponsor from other sources. Each Entrant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of Entrant's copyright in and to his/her Submission or element thereof. Each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Submission or any part thereof, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or

other exploitation of this Promotion or any Sponsor promotion or any other production based on or allegedly based on the Submission or part thereof, and Entrant's rights and remedies in any such event will be strictly limited to the right to recover damages, if any, in an action at law.

DETERMINATION OF WINNER: One (1) winner will be selected by Sponsor at random from all Entrants timely and full completion of a Submission.

SELECTED ENTRANT NOTIFICATION: The Winner will be notified via an announcement on Facebook through Facebook messenger on Monday, December 11, 2017 at 11:30 a.m PST.

PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):

The prize awarded pursuant to this Promotion is Winner's entry to and participation in the Closed Legendary DXP Steam beta ("Prize"). Prize ends when full game launches publicly on Steam

The following applies to both prize and winner: Total ARV of the Prize offered in this Promotion is no greater than \$4.99 US Dollars.

The Prize is limited to Winner's access to and participation in the Legendary DXP Steam beta. Any purchases or transactions made in the beta are the responsibility of the winner.

The Approximate Retail Value (ARV) of the Prize is just that, an approximation and is not a guarantee of price or value, and is influenced by other factors including, without limitation, local market conditions. It is impossible to establish an exact value on the Prize. The Prize is limited to one (1) Prize per person per household. Prize is limited to what is listed in these Official Rules. Winner is not entitled to any difference between actual value of the Prize and stated estimated retail value. In the event Sponsor is unable to award the Prize as stated, Winner will receive a substitute prize of equal or greater value, at Sponsor's discretion. Winner may not transfer the Prize to another person. If legitimately claimed, the Prize will be awarded. Sponsor will not replace any lost, mutilated or stolen Prize or any Prize that is undeliverable or does not reach the Winner because of an incorrect or changed address or other contact information. If the Winner does not accept or utilize the entirety of the Prize, the unaccepted Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize, the Winner, or this Promotion. Sponsor is not responsible for any inability of any Winner to accept or use any Prize (or portion thereof) for any reason. No transfers, Prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right and sole discretion to substitute the stated Prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, Prize unavailability. No more than the stated Prize 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 Prize are the sole responsibility of the winner. Winner is solely responsible, at Winner's sole cost, to obtain and maintain access to computer, mobile device, and/or tablet in order to utilize the Prize.

LIMITATION OF LIABILITY: EACH ENTRANT AGREES TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, MANAGERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY LIABILITY WHATSOEVER FOR INJURIES OR DAMAGES OF ANY KIND SUSTAINED IN CONNECTION WITH THE USE, ACCEPTANCE, POSSESSION, MISUSE OR AWARDED OF ANY PRIZE, WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE OR PROMOTION-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS OR ACCIDENT TO PERSON OR PROPERTY. EACH WINNER AGREES THAT THE PRIZE IS PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BY PARTICIPATING IN THE PROMOTION, ENTRANT UNDERSTANDS THAT ENTRANT MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR

UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, ENTRANT ACKNOWLEDGES THAT ENTRANT HAS READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVES, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW IN ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

COMPLETE RELEASE OF FACEBOOK: By participating in this Promotion, each Entrant acknowledges and agrees that this Promotion is not in any way sponsored, endorsed, or administered by Facebook, Inc., Facebook Ireland Ltd., and any other Facebook entities, subsidiaries, and affiliates (collectively “Facebook”). Each Entrant expressly and completely releases Facebook from all claims based on, related to, or arising from the Promotion.

ADDITIONAL TERMS AND CONDITIONS: Released Parties and Facebook shall not be liable for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties’ control, whether or not specifically mentioned above. Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable Submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Promotion; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Promotion; (e) technical or human error which may occur in the administration of the Promotion or the processing of entries; (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any Entrant’s participation in the Promotion or receipt or use of any Prize; or (g) Submissions that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or Submissions in excess of the stated limit. Released Parties are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant’s Facebook or e-mail account to receive Facebook or e-mail messages. Released Parties are not responsible, and may disqualify any Entrant, if Entrant’s Facebook page or e-mail address does not work or if it is changed without prior written notice to Sponsor. By entering the Promotion (except where prohibited by law), Entrants consent to the use of their names, pictures, likenesses, voices, biographical data, Facebook page, the contents of their Submission, and any information contained in their Submission, and statements or comments related to the Promotion or Sponsor, in advertising, promotion and marketing materials throughout the world, including on the Internet, by Sponsor, its promotional partners and third-party marketing entities, without additional compensation, notice, review, or approval. Sponsor’s decisions will be final in all matters, including interpretation of these Official Rules and awarding of any prize. All Entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. The Released Parties reserve the right to disqualify any Entrant they find to be violating these Official Rules. Sponsor reserves the right to restrict or void entries or participation from any IP address if any suspicious entry and/or participation which is detected. Entrants further agree to not damage or cause interruption of the Promotion and/or prevent others from using the Promotion. Any Entrant, who supplies false information, participates using fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any Prize will forfeit any Prize won and may be prosecuted to the full extent of the law. Sponsor reserves the right to cancel, modify, or suspend the Promotion, in its sole discretion, due to circumstances beyond its control, including natural disasters. Sponsor may, in its sole discretion, cancel, modify or suspend the Promotion should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Promotion. Sponsor may prohibit an Entrant from participating in the Promotion or winning the Prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, plagiarizing, using Promotion vote swapping sites, engaging in any deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in

Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Promotion or these Official Rules. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Any attempt to deliberately damage or undermine the legitimate operation or fair play of the Promotion may be in violation of criminal and civil laws and will result in disqualification from participation in the Promotion. Should such an attempt be made, the Released Parties reserve the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE PROMOTION VIOLATES CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, as a condition of participating in this Promotion, each Entrant agrees that any and all disputes that cannot be resolved between the Entrant and any Released Party, claims and causes of action arising out of or connected with this Promotion, or the prize awarded, or the determination of the Winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (if any), not to exceed ten dollars (\$10), and Entrant further waives all rights to have damages multiplied or increased. This Promotion and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California, and the Commercial Arbitration Rules of Judicate West then in effect. Any legal actions, suits or proceedings arising out of or related to this Promotion (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively before a retired judge on the Judicate West panel in San Diego, California and each Entrant accepts and submits to the personal jurisdiction in San Diego County with respect to any legal actions, suits or proceedings arising out of or related to this Promotion and the Released Parties.

References to trademarks and/or names of parties or related products or services are for reference and identification purposes only, not an endorsement, and do not designate a sponsorship, affiliation, or association with a Released Party or this Promotion.