

2020 UPPER DECK CAPTION 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/OR COMPLETE AND EXECUTE THE ENTRANT 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 OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS CONTEST. THIS CONTEST EXPRESSLY EXCLUDES QUEBEC, 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:

2020 Upper Deck Caption Contest ("Contest").

2. SPONSOR:

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

3. CONTEST PERIOD:

September 15, 2020 at 10:00 am Pacific Standard Time ("PST") to October 5, 2020 at 10:00 am PST ("Contest Period"). For more information please see the Contest details located at www.upperdeckbog.com (the "Website").

4. ELIGIBILITY:

The Contest is open and offered only to natural persons Entrants 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 required in the state in which he or she resides at the time of Entry in the USA, and/or (b) the provinces and territories of Canada, excluding Quebec, who have reached the age of majority in their jurisdiction of residence. Officers, directors, employees, representatives and agents of UDC, its affiliates, UDC's third-party licensors including, without limitation, Blizzard, The Overwatch League, National Hockey League Players' Association, EON, NHL Enterprises, L.P. and its related entities, the NHL Teams, National Hockey League Alumni Association, American Hockey League, Professional Hockey Players' Association, Canadian Hockey League, 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 Fox, Marvel, Disney, Pressman, Miramax, and any other third party licensor of Sponsor (collectively "Licensors"), authorized third party distributors and retailers, and their respective immediate families (i.e., parent, child, sibling or spouse) and/or household members (whether related or not) and any other persons or entities associated with this Contest are ineligible to enter or win. Void where prohibited by law.

5. AGREEMENT TO RULES:

By participating in this Contest, Entrants agree to abide by and be bound by these 2020 Upper Deck Caption Contest Official Rules (the "Rules") and the decisions of the Sponsor, which are final and binding in all matters relating to the Contest. Winning a prize is contingent upon timely fulfilling all requirements set forth herein.

6. CONTEST OVERVIEW: Beginning on the first day of the Contest Period, UDC will post an image on the UDC Instagram account at 10:00 a.m. PST and UDC will post a new image on the UDC Instagram Account every Tuesday at 10:00 a.m. PST during the Contest Period (each a "Post" or collectively the "Posts"). During such time and following Entrant's acceptance of these Official Rules and the Privacy Policy, Entrant may post an original caption in the comments section of the UDC Instagram Account related to the Post (each a "Caption"). At 10:00 a.m. PST on each Monday during the Contest Period, Sponsor will select three (3) Entrants' captions (the "Finalists") who will each receive a Finalist Prize for a total of nine (9) Finalists. Captions and Finalists will be determined by a blue panel group of Sponsor employees. All Captions will be determined based on their creativity, humor, and originality. At the end of the Contest, all Finalists will be entered to win the Grand Prize. The winner of the Grand Prize ("Winner") will be determined by a blue panel group of Sponsor employees who will determine the best Caption submitted by the Finalists and announced on the UDC Instagram Account at 3:00 p.m. PST on October 6, 2020. The Finalists and Winner are collectively referenced herein as the "Prize Recipients."

7. HOW TO ENTER:

An "Entrant" is defined as an eligible person who follows Sponsor's Instagram page @UpperDeckSports ("UDC Instagram Account") upon the beginning of the Contest Period and participates in the Contest as described above in Section 6 herein and pursuant to these Rules ("Entry"). Each Entrant must (a) read, agree to, and comply with these Rules and The Upper Deck Company Privacy Policy ("Privacy Policy") found on the Website, and acknowledge the acceptance of the Rules and Privacy Policy through the Website. By submitting an Entry, Entrant understands, acknowledges and agrees to these Rules, and the Privacy Policy, and agrees that it complies with these Rules and is eligible to enter into and participate in the Contest per the Rules. Failure to acknowledge and accept the Rules and Privacy Policy on the Website will result in the disqualification of an Entry.

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.

Each Entrant may only submit one (1) Entry and Caption per Post; 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 and acceptance of these Terms and Conditions and Privacy Policy must be received by Sponsor during the Contest Period, as described herein, 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 of an Entry into this Contest. Odds of winning depend on number of Entrants.

Entries may not, as determined by Sponsor in its sole discretion: (1) contain or depict any trademarks, brand names, slogans, logos, advertising, identifiable commercial locations, profanity, religious statements, or offensive or negative content; (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, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any third party including any Released Parties; (4) suggest inappropriate, unlawful, or dangerous use of any products or services, including those of Sponsor; (5) infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity; or (6) have been submitted in any other Contest, promotion, or competition.

By entering into this Contest, all Entrants hereby grant UDC an irrevocable, royalty-free, perpetual, worldwide, irrevocable, sublicensable license to feature the Caption during and after the Contest Period on UDC's social media accounts including, without limitation, Facebook, Twitter, YouTube, Instagram, in addition to UDC websites and blogs or for advertising and promotional purposes without additional consideration or notice in all manners and media throughout the world unless prohibited by law. Further, by entering into this Contest, Entrants consent 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.

Entrants who do not strictly abide by these Rules or follow the instructions provided by Sponsor or its representative will be disqualified. Entries may not be acknowledged and, in fact, 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 for this Contest. As a condition of entering the Contest, each Entrant hereby consents that Sponsor and its representative may obtain and deliver his/her name, address and other information to third parties for the purpose of administering this Contest and complying with applicable laws, regulations and rules. Any attempt made to submit an Entry in excess of any limit or otherwise in violation of these Rules by using multiple or false contact information or otherwise may be disqualified.

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 demonstrates and confirms Entrant's agreement to these Rules and any Released Party's display and use of Entrant's Entry will not violate any agreement to which Entrant is a signatory or party. 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 Entry.

Sponsor reserves the right, in its sole discretion, to disqualify from the Contest and/or remove from the Website, Instagram Account, or elsewhere any Entry or any part thereof that, in Sponsor's sole

discretion, 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 to disqualify any Entries it deems infringing or inappropriate in any form. Except where expressly prohibited by law, once submitted, all Entries will become part of the Contest and may not be removed by or returned to Entrant, even if Entrant withdraws from the Contest. All Entries must be original works created solely by the Entrant.

8. PRIZES:

The nine (9) Finalists will each win a one hundred dollar (U.S.D.\$100) prize package (each a "Finalist Prize") which consists of: (a) an oversize trading card, (b) a hat, (c) two (2) trading card packs, (d) a shirt, (e) a mask, and (f) a tumbler. For clarity, the Winner shall receive both a Finalist Prize and the Grant Prize. The Winner will receive an Alexis Lafreniere UDA memorabilia piece valued at three hundred dollars (U.S.D. \$300) ("Grand Prize"). The Finalist Prizes and Grand Prize are collectively referenced herein as the "Prizes."

The total approximate retail value the Prizes is one thousand two hundred dollars (U.S.D.\$1,200).Value estimates of the Prizes, including but not limited to, trading cards and UDA memorabilia are affected by changing supply and demand, by local market conditions, by the unpredictability of sports, their players and other factors. It is impossible to establish an exact value of the Prizes or predict price movements based on these conditions. Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize, 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 and Sponsor will have no further obligation with respect to the Prize or the Prize Recipient. 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 of for comparable value of the Prize for any reason, including, without limitation, Prize unavailability. No more than the stated Prize will be awarded. Any international, 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 the Contest is canceled or rescheduled for any reason, Sponsor reserves the right and sole discretion to provide alternative consideration to the Winner or Finalists.

9. PRIZE CONDITIONS:

By accepting the Prize, each Prize Recipient agrees to release and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, damages, costs, or causes of action arising out of participation in the Contest, the Caption, the Website, Instagram Account, Entry, or receipt or use of the Prizes.

If a Prize Recipient is a resident of the USA 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. Sponsor may request additional information from each Prize Recipient to submit the 1099 and each Winner must provide such information within five (5) business days from UDC's request thereof 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 (a) 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 notification attempt; (b) a Prize Recipient fails to return requisite document(s) provided by UDC following notification of the Prize and within the specified time period; (c) 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; or (d) if a Canadian resident fails the required skill test.

For Canadian residents only, in order to be declared a Prize Recipient, the Prize Recipient must first correctly answer a mathematical skill-testing question which will be individually emailed to the Prize Recipient. If the Prize Recipient fails to correctly answer the question, he/she will be disqualified and another Prize Recipient with the second highest number of votes will be selected. Sponsor reserves the right, in Sponsor's sole discretion, to administer an alternate skill test as it deems appropriate or necessary.

By accepting a Prize, each Finalist acknowledges and agrees UDC is not responsible to pay for any travel, incidental, or other expenses associated with the Prize or this Contest. Further, by accepting a Prize, each Finalist grants to UDC an irrevocable, perpetual, worldwide, sub-licenseable, royalty-free license to feature the Finalist's name, image, likeness, and publicity rights (collectively the "Attributes") on solicitations, websites, social media, the Website, the Instagram Account, and advertisements related to the Contest. Each Finalist agrees to indemnify, defend, and hold harmless UDC, its licensors, officers, directors, employees, and agents 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, the Caption, and his/her Instagram account. Such Finalist will not enter into any settlements or make any admissions on UDC's behalf without UDC's prior written consent.

Each Entrant acknowledges and agrees that his/her participation in the Contest, eligibility to receive, and/or receipt of the Prize is contingent upon his/her full compliance with the Rules and conditions herein and eligibility to participate in the Contest is good, valuable, and sufficient consideration..

The Prizes are subject to prior verification of eligibility, as well as compliance with these Rules. The Prizes may not be transferred or assigned. If legitimately claimed, the Prizes will be awarded.

10. GENERAL CONDITIONS:

If for any reason the operation or administration of this Contest 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, accidents, embargoes, riots, floods, earthquakes, wars or governmental actions (each a "Force Majeure Event"), (d) technical or production failures, or (e) 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 is fair and equitable and best 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.

CAUTION: 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 OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.

11. 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, Instagram, and 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, Instagram Account, the Contest, the Caption, acceptance, receipt, or use or misuse of a Prize, or participation in any Prize-related activity. Without limiting the foregoing, Entrants agree to release 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 (f) Entrant's participation in the Contest or feature on the Website or Instagram Account. 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' aggregate liability will be limited to Entrant's actual cost, not to exceed five dollars (U.S.D. \$5.00), if any, to submit an Entry or participate in the Contest as a Entrant, and in no event shall the Released Parties be liable for attorney's fees or any other costs whatsoever.

ENTRANT INDIVIDUALLY WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS CONTEST, THE WEBSITE, THE ACCOUNT, INSTAGRAM,

AND THE PRIZES. EACH ENTRANT AGREES THAT THE 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, THE WEBSITE, THE INSTAGRAM ACCOUNT, INSTAGRAM, 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.

12. GENERAL:

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 Released Parties (which grant may also be confirmed in writing upon Sponsor's request), the irrevocable, perpetual, worldwide, sublicenseable, royalty-free license and right to print, publish, disseminate, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Entrants' full name, image, voice, likeness, Caption, 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, LOST OPPORTUNITIES, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. ARISING OUT OF OR RELATED TO PARTICIPATION IN OR ASSOCIATION WITH THIS CONTEST, THE WEBSITE, INSTAGRAM ACCOUNT, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM OR RELATED TO 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, OR WINNERS.

13. 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. By participating in the Contest and providing any personal information, Entrants hereby agrees to Sponsor's collection and use such information and acknowledges that he/she read, understands, accepts, and agrees to the Privacy Policy. The Privacy Policy is hereby incorporated in these Rules.

14. DISPUTES; ARBITRATION; 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, Rules, Privacy Policy, Contest, Instagram Account, Website, the Released Parties, or Prize 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 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.

All issues, claims, disputes, liabilities, causes of action, and questions concerning the construction, validity, interpretation, and enforceability arising out of or related to these Rules, the Privacy Policy, or the rights and obligations of the Entrants, and Sponsor or the Released Parties in connection with the Contest, 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 Rules, the Privacy Policy, the Contest, the Prizes, the Website, the Instagram Account, the Caption, or the rights and obligations of the Entrants, and Sponsor or the Released Parties in connection with the Contest 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 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 Rules or 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.

Any Claim arising out of or relating to this Contest 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.

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.

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, ENTRANT UNDERSTANDS AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

WINNERS AND RULES: To request confirmation of the Winner, please email a written request to generalquestions@upperdeck.com with the subject line "2020 Upper Deck Caption Contest.

INSTAGRAM: THE CONTEST IS IN NO WAY SPONSORED, ENDORSED, ASSOCIATED WITH, OR ADMINISTERED BY INSTAGRAM. BY PARTICIPATING IN THIS CONTEST, YOU COMPLETELY AND IRREVOCABLY RELEASE AND HOLD HARMLESS INSTAGRAM OF ANY AND ALL LIABILITY ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THIS CONTEST, THE WEBSITE, THE CAPTION, THE INSTAGRAM ACCOUNT, AND THE PRIZES AND AGREE TO INSTAGRAM'S TERMS OF USE, PRIVACY POLICY, AND ANY OTHER REQUIREMENTS IMPOSED BY INSTAGRAM.