

WIN YOUR WAY TO THE 2023 UPPER DECK DRAFT 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 WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT (“RELEASE”) AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY SPONSOR OR THE PRIZE 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 QUEBEC, RHODE ISLAND, NEW YORK, FLORIDA, AND PUERTO RICO. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. NAME OF CONTEST:

Win Your Way to the 2023 Upper Deck Draft Contest (“Contest”).

2. CONTEST OVERVIEW:

In order to participate in the Contest during the Entry Period, Entrants must complete the Entry requirements as defined herein. All Entrants must be at least eighteen (18) years old and the age of majority in the state in which he/she/they reside (if a legal resident of the U.S.A.), and have reached the age of majority in his/her/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. ENTRY PERIOD:

Entrants must submit an Entry beginning on June 12, 2023 at 11:30 am Pacific Standard Time (“PST”) through June 18, 2023 at 11:59:59 pm PST (“Entry Period”).

5. ELIGIBILITY:

- a. **Who May Enter:** This Contest is open and offered only to legal residents of the fifty (50) United States (including Washington D.C. but excluding Puerto Rico, New York, Rhode Island, and Florida) and the provinces and territories of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and who are at least eighteen (18) years old at the time of entry. Officers, directors, employees, representatives, and agents of UDC and its affiliates, UDC’s third party licensors including, without limitation, National Hockey League Players’ Association, National Hockey League (“NHL”) Enterprises, L.P. and its related entities, National Hockey League Teams, 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 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 these licensors or involved in the development, production, implementation, administration or fulfillment of the Contest (collectively “Licensors”) 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 (“Entrant”), an individual who meets the eligibility requirements herein must (1) read and agree to these Rules and the Upper Deck Privacy Policy located at http://upperdeck.com/Elements/doc/UD_MasterPrivacyPolicy_5-28-20.pdf (“Privacy Policy”); (2) submit an acceptable Entry as defined herein during the Entry Period; (3) irrevocably consent to Sponsor’s perpetual, worldwide, royalty-free, assignable, sub-licenseable use of his/her/their name, image, email address, contact

information and likeness (collectively the “Attributes”) for purposes of this Contest and any subsequent promotional and advertising endeavors.

- 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, www.upperdeck.com (“Website”), in Sponsor’s sole discretion, without notice to or approval from Entrant. Entries must be received by Sponsor during the Entry Period 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 Entrants.

6. AGREEMENT TO RULES:

By participating in this Contest, Entrants agree to abide by and be bound by these Win Your Way to the 2023 Upper Deck Draft 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 is contingent upon timely fulfilling all requirements set forth herein.

7. HOW TO ENTER:

a. **Entry Requirements:** In order to participate in the Contest, each Entrant must (a) read, agree to, and comply with these Rules and Privacy Policy and acknowledge the acceptance of the Rules and Privacy Policy; and (b) subscribe to Sponsor’s free newsletter, The Upper Deck Company Newsletter (“Newsletter”), found on www.upperdeckstore.com (“UD Store”) by providing his/her/their email address during the Contest Period (collectively, “Entry”). Note, Entrants are not required to select preferences to sign up for the Newsletter. For additional clarity, an Entrant may choose to “Select All” categories, or any mix of the preference categories, and any or no designation will qualify as an Entry. By following the “SUBSCRIBE NOW” link on the UD Store and thereby submitting an Entry, Entrant understands, acknowledges and agrees to these Rules and the Privacy Policy, and represents and warrants that he/she/they complies with and will continue to comply with these Rules and is eligible to enter into and participate in the Contest per the Rules. By clicking to subscribe to the Newsletter, Entrant represents and warrants that the information he/she/they provides on the Entry is true and correct and Entrant agrees to these Rules and Privacy Policy. Entrant’s subscription to the Newsletter is subject to terms and conditions, which can be found at <https://upperdeckstore.com/terms-and-conditions>.

b. **Entry Disqualification:** Failure to complete or comply with any portion of these Entry requirements or any violation of these Rules will automatically disqualify Entrant from the Contest. Entries may not be acknowledged and may be destroyed and/or deleted. Entries that are 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 limits herein or otherwise in violation of these Rules by using multiple or false contact information or otherwise may be disqualified. Duplicate Entries will be disqualified and withdrawn. Entries and acceptance of these Rules and Privacy Policy must be received by Sponsor during the Entry Period to be considered for the Contest.

8. SELECTING THE WINNERS:

At the termination of the Entry Period, three (3) winners will be randomly drawn by Sponsor at 9:00 am PST on June 19, 2023 (collectively the “Winners”).

9. PRIZE:

a. **Prize Available:** Each Winner will each receive two (2) electronic tickets (“E-Tickets”) to attend both June 28, 2023 (“Day One”) and June 29, 2023 (“Day Two”) of the 2023 Upper Deck Draft (“Draft”) located at Bridgestone Arena, 501 Broadway, Nashville, TN 37203 (the “Prize”). Prizes may not be transferred or assigned by or on behalf of the Winners.

b. Prize Value: Each Prize has an estimated minimum retail value of sixty five dollars and 0/100 (U.S.D. \$65.00) for Day One and an estimated minimum retail value of seven dollars and 0/100 (U.S.D. \$7.00) for Day Two.

c. Receiving the Prize: UDC will contact the Winners through the e-mail address used to subscribe to the Newsletter to notify the Winners of their selection as the Winners (“Winner Notification”) on or around 9:00 am PST on June 20, 2023. If UDC is unable to send the Winner Notification due to error in the e-mail address Entry, then UDC may randomly select alternate Winners without notice to Winners, and the original Winner’s Entry will thereby be deemed void. The Winner must execute and return the Winner Release and Prize Acceptance Agreement (“Release”) provided by Sponsor to Winners via the Notification via email to contests@upperdeck.com no later than 4:00 pm PST on June, 23, 2023 in order to receive the Prize. The Release is hereby incorporated into these Rules. The Prize will then be sent to Winners upon completion and return of the Release via the e-mail address identified in the Winner Notification. All E-Tickets must be accessed through a third party mobile application.

d. 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 Winners because of an incorrect or modified e-mail address or other contact information. If the Winners do 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 Winners. Sponsor is not responsible for any inability of the Winners to accept or use any Prize for any reason. No Prize substitutions or other consideration will be provided to the Winners, except in Sponsor’s sole discretion. In the event that the Draft is canceled or rescheduled for any reason, 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 international, federal, state, provincial and local taxes, as well as any expenses costs, travel fees or any other fees incurred regarding or related to the Prize are Winner’s sole responsibility. Sponsor reserves the right to provide alternative consideration to the Winners in Sponsor’s sole discretion.

10. PRIZE CONDITIONS:

a. Prize Release: By accepting the Prize, the Winners agree 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, Website, Newsletter, Entry, his/her/their travel to or from and/or attendance at the Draft or receipt or use of the Prize. By accepting the Prize, the Winners acknowledge and agrees UDC is not responsible to pay for any incidental or other expenses associated with the Prize, or this Contest that is not specifically included in the Prize. Winners will not enter into any settlements or make any admissions on UDC’s behalf without UDC’s prior written consent. Winners 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. The Prize is subject to prior verification of eligibility, as well as compliance with these Rules. The Prize may not be transferred or assigned. If legitimately claimed, the Prize will be awarded.

b. Canadian Residents: With respect to Canada, this Contest is open to legal residents of Canada excluding Quebec. For Canadian residents only, in order to be declared a Winner, the Winners must first correctly answer a mathematical skill-testing question which will be emailed to the Winners at the time of the Winner Notification. If the potential Winners fail 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.

11. LICENSE GRANTED:

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, address, email address, and other information 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 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.

12. 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 arising out of or related to the Contest, Rules, Entry, the Prize, and Winners' and his/her/their guest's travel to and from and attendance at the Draft. Entrant shall give Sponsor full authority to control the defense and all aspects relating to the defense thereof through lawyers of Sponsor's 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 Released Parties in any way or manner whatsoever. Any compromise or settlement of any claim that required any payment by any Released Party, or requires any action or activity, or the cessation or any action or activity by any Released Party shall require Sponsor's express prior written agreement to such terms and conditions. Entrant may not enter into any settlements or make any admissions on the Related Parties' behalf without their prior written consent.

13. RIGHTS RESERVED:

Sponsor reserves the right, in its sole discretion, to disqualify an Entry from the Contest, in Sponsor's sole discretion, that refers, depicts, or in any way reflects negatively upon the Released Parties, the Contest, the Prize, Website, 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 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 will become part of the Contest and may not be withdrawn, even if Entrant withdraws from the Contest.

14. FORCE MAJEURE:

If for any reason the operation or administration of this Contest, Newsletter, Prize, 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"), (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 conforms to the spirit of these Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Entrant 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 Entry 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.

15. 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.

16. RELEASE AND LIMITATIONS OF LIABILITY:

To the fullest extent permitted by law, by participating in the Contest, Entrant agrees to release and hold harmless Sponsor, Licensors and their respective parent companies, affiliates, related entities, directors, volunteers, members, subsidiaries, distributors, sales representatives, officers, employees, agents, successors, assigns, and 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 Newsletter, the Contest, Prize, Draft, acceptance, receipt, or use or misuse, and/or delivery of the Prize, or participation in any Prize-related activity. Without limiting the foregoing, Entrant agrees to forever release, indemnify, and hold harmless the Released Parties from any and all claims, including, but not limited to: (a) any technical errors that may prevent an Entrant from submitting an Entry or using a Prize including, without limitation accessing the Website or subscribing to the Newsletter; (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 the Prize; (f) Entrant's participation in the Contest; or (g) inability to download or use the E-Tickets. Entrant acknowledges and agrees 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 or smart phone 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 ENTRANT'S ACTUAL COST, NOT TO EXCEED FIVE DOLLARS (U.S.D. \$5.00), IF ANY, TO SUBMIT AN ENTRY, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY'S FEED 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, NEWSLETTER, WEBSITE, DRAFT, OR THE PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE CONTEST, WEBSITE, NEWSLETTER, DRAFT, E, OR THE PRIZE, 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.

17. 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/they read, understands, accepts, and agrees to the Privacy Policy. The Privacy Policy is hereby incorporated in these Rules.

18. 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, Website, Newsletter, UD Store, 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 and 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, Prize, Website, UD Store, Rules, Privacy Policy, or Newsletter 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.

19. ARBITRATION:

- a. **Arbitration:** Except as specifically excluded herein, Sponsor and Entrant (collectively referenced per this Section 19 as “the parties”) agree that any dispute, controversy or claim (“Dispute”) arising out of, related to, or having any relationship or connection whatsoever to the Contest, the Prize, Website, Draft, Entry, Rules, Privacy Policy, Release, any relationship or conduct between the parties, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of these Rules, 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://link.edgепilot.com/s/3820c9ea/5RgK_ukZ0qgyOJ6BVerYw?u=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-1” of the AAA Consumer Rules and a template for a AAA Consumer Arbitration demand may be found at: https://link.edgепilot.com/s/e4966589/s1KtR7klLkKxJfkoJn2YTA?u=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. 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 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 THESE RULES, 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 THESE RULES, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, OR AND ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. SPONSOR will pay for all arbitration costs relating to the arbitrator’s determination of gateway issues of arbitrability, including any disputes that one of the parties waived the right to arbitration. 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, Entrant and UDC agree that any dispute, controversy, or claim involving the intellectual property rights of the UDC 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.

20. ENFORCEABILITY:

The invalidity or unenforceability of any provision of these Rules 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.

21. WINNERS AND RULES:

To request confirmation of the Winners, please email a written request to contests@upperdeck.com with the subject line “Win Your Way to the 2023 Upper Deck Draft Contest.”

22. NO ENDORSEMENT FROM THE NATIONAL HOCKEY LEAGUE OR THE NHL DRAFT:

Entrant acknowledges and agrees this Contest is not in any way sponsored or endorsed by the National Hockey League nor the NHL Draft.