

## **NEOPETS SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.** WINNER MUST RESPOND TO THE WINNER NOTIFICATION(S) FROM SPONSOR 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 SWEEPSTAKES (DEFINED BELOW), YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS SWEEPSTAKES. THIS SWEEPSTAKES INCLUDES CANADA AND THE UNITED STATES OF AMERICA (“USA”) BUT EXPRESSLY EXCLUDES QUEBEC, RHODE ISLAND, NEW YORK, FLORIDA, PUERTO RICO, AND ALL OTHER USA TERRITORIES AND POSSESSIONS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

### **1. NAME OF SWEEPSTAKES:**

Neopets Sweepstakes (“Sweepstakes”).

### **2. SWEEPSTAKES OVERVIEW:**

In order to participate in the Sweepstakes during the Entry Period (as defined below), 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 USA) 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 Sweepstakes 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 March 6, 2024, at 9:00 am Pacific Time (“PT”) through March 14, 2024, at 11:59 pm PT (“Entry Period”).

### **5. ELIGIBILITY:**

- a. **Who May Enter:** This Sweepstakes is open and offered only to legal residents of (a) the fifty (50) states of the USA (including Washington D.C. but excluding New York, Rhode Island, Florida, Puerto Rico, and all other USA territories and possessions) and (b) the provinces and territories of Canada (excluding Quebec) who are at least eighteen (18) years old and the age of majority in the state, province, or territory in which he/she/they reside if the age of majority in that state, province, or territory is greater than eighteen (18). Officers, directors, employees, representatives and agents of UDC, its affiliates and third-party licensors including, without limitation, World of Neopets Limited, National Hockey League Players’ Association (“NHLPA”), the National Hockey League (“NHL”), its member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “NHL Entities”) and their related entities, 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, Warner Brothers, 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 Sweepstakes (collectively, the “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 Sweepstakes (“Entrant”), an individual must (1) meet the eligibility requirements herein; (2) read and agree to these Rules, the Upper Deck Privacy Policy located at [UDC Privacy Policy.pdf \(upperdeck.com\)](#) (“Privacy Policy”), and, if submitting a Newsletter Entry, Upper Deck Store’s Terms and Conditions located at <https://upperdeckstore.com/terms-and-conditions> (“Terms and Conditions”); (3) submit an Entry (as defined herein) during the Entry Period; and (4) irrevocably consent to Sponsor and World of Neopets Limited a perpetual, worldwide, royalty-free, assignable, sub-licenseable license and use of his/her/their name, image, email address, contact information, and likeness (collectively, the “Attributes”) for purposes of this Sweepstakes 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.upperdeckstore.com](http://www.upperdeckstore.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 Sweepstakes. 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 Sweepstakes. Odds of winning depend on the number of eligible Entrants.

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

By participating in this Sweepstakes, Entrants agree to abide by and be bound by these Neopets Sweepstakes Official Rules (the “Rules”) and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. 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 Sweepstakes, each Entrant must (i) read, agree to, and comply with these Rules, Privacy Policy, and, if submitting a Newsletter Entry, Terms and Conditions; and (ii) submit an entry during the Entry Period using one of the following methods (each an “Entry”): (1) subscribing to Sponsor’s newsletter, The Upper Deck Company Newsletter (“Newsletter Entry”), by going to the Website; or (2) emailing an original essay to [contests@upperdeck.com](mailto:contests@upperdeck.com) identifying the Entrant’s first name and last name and describing, with a minimum of one hundred fifty (150) words and a maximum of five hundred (500) words, the Entrant’s favorite Neopets character, and explanation as to why the character is Entrant’s favorite (“Essay Entry”). By submitting an Entry, Entrant understands, acknowledges, and agrees to these Rules, the Privacy Policy, and Terms and Conditions (if submitting a Newsletter Entry). Further, by submitting an Entry, Entrant represents and warrants that (x) he/she/they comply/complies with and will continue to comply with these Rules; (y) he/she/they is/are eligible to enter into and participate in the Sweepstakes per the Rules; and (z) the information provided in the Entry is true and correct. Entrant acknowledges and agrees Entrant’s subscription to the Newsletter is subject to the Terms and Conditions. Entries and acceptance of these Rules, Privacy Policy, and the Terms and Conditions (if submitting a Newsletter Entry) must be received by Sponsor during the Entry Period to be considered for the Sweepstakes.

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 Sweepstakes. 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 sweepstakes or sweepstakes subscription notification and/or entering service sites, will be deemed invalid and disqualified from this Sweepstakes. 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. Duplicate Entries will be disqualified and withdrawn.

## **8. SELECTING THE WINNER:**

Upon the expiration of the Entry Period, twenty-five (25) winners (collectively, the “Winners” and individually, a “Winner”) will be randomly selected by Sponsor at 9:00 am PT on March 15, 2024 at Sponsor’s office located at 5830 El Camino Real, Carlsbad, California 92008.

## **9. PRIZE:**

a. Prize Available: Each Winner will receive one (1) in-game Neopets avatar on www.Neopets.com (the “Prize”). Sponsor will provide each Winner with a unique code (“Prize Code”) through his/her/their e-mail address used to submit an Entry to redeem the Prize on www.Neopets.com (“Neopets Website”).

b. Prize Value: Each Prize has an estimated retail value of approximately thirty dollars (U.S.D \$30.00); the Prizes have a total estimated retail value of seven hundred fifty dollars (U.S.D. \$750.00). However, it is impossible to establish an exact retail value of the Prize or predict values based on several conditions such as current market conditions.

c. Receiving the Prize: On March 15, 2024, Sponsor will contact each Winner through his/her/their e-mail address used to submit an Entry to notify Winner of Sponsor’s random selection of him/her/them as a Winner and provide him/her/them with the Release (“Winner Notification”). If Sponsor is unable to send a Winner Notification due to an error in the email address provided in the Winner’s Entry, then Sponsor may randomly select an alternate Winner without any notice to Winner, and the original Winner’s Entry will thereby be deemed void. To receive a Prize, each Winner must execute and return the Release within seven (7) days of receiving the Winner Notification via email to dylan\_davidson@upperdeck.com. Contingent upon a Winner’s completion of the aforementioned procedures, within five (5) business days following Sponsor’s receipt of the Winner’s completed Release, Sponsor will send the Prize Code to Winner’s email address based on the information provided by the Winner in the Release. The Winners must create and/or maintain a free Neopets Website account to use the Prize Code to redeem the Prize; Winner acknowledges and agrees Winner’s creation and/or maintenance of an account on the Neopets Website is entirely at Winner’s risk and subject to the Neopets Website’s terms and conditions, and Winner agrees to forever release and hold Sponsor harmless from any claims, damages, losses, liabilities or other costs arising out of or related to Winner’s use of, and account on, the Neopets Website.

d. Prize Disclaimers: Sponsor will not replace and is not liable for any lost, damaged, stolen, or undeliverable Prize or any element thereof, or if a Prize does not reach a Winner because of an incorrect or modified email address or other contact information. If a Winner does not accept an entire Prize, the Prize will be forfeited in its entirety, and Sponsor will have no further obligation with respect to the Prize or the Winner. Sponsor is not responsible for any inability of a Winner to accept or use any Prize for any reason. No Prize substitutions or other consideration will be provided to a Winner, except in Sponsor’s sole discretion. Sponsor reserves the right and sole discretion to substitute a Prize (or any portion thereof) for comparable value of the Prize for any reason, including, without limitation, Prize unavailability. No more than the stated Prizes will be awarded. Any international, federal, state, provincial and local taxes, as well as any expenses costs or any other fees incurred regarding or related to a Prize are a Winner’s sole responsibility. Sponsor reserves the right, but not the obligation, to provide alternative consideration to a Winner in Sponsor’s sole discretion.

## **10. PRIZE CONDITIONS:**

a. Prize Release: By accepting a Prize, each Winner agrees to forever release and hold harmless Sponsor and the Released Parties (as defined below) 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 Sweepstakes, Website, Newsletter, Privacy Policy, Rules, Terms and Conditions, Entry, Release, Prize Code, and receipt or use of the Prize. By accepting a Prize, Winner acknowledges and agrees Sponsor is not responsible to pay for any incidental or other expenses associated with the Prize, or this Sweepstakes that is not specifically included in the Prize. Winner will not enter into any settlements or make any admissions on Sponsor’s behalf without Sponsor’s prior written consent. Winner acknowledges and agrees that his/her/their participation in the Sweepstakes, eligibility to receive and/or receipt of the Prize is contingent upon his/her/their full compliance with the Rules and conditions herein. Winner further acknowledges and agrees he/she/they are not entitled to any other consideration related to the use of the Entry in and/or on any and all related products, packing, solicitations, websites, social media, and advertisements. A Prize is subject to prior verification of eligibility, as well as compliance with these Rules. If legitimately claimed, a Prize will be awarded to a Winner.

b. **Canadian Residents:** With respect to Canada, this Sweepstakes is open to legal residents of Canada excluding Quebec. If a Canadian resident is selected as a potential Winner, he/she/they must first correctly answer a mathematical skill-testing question, which will be emailed to the Winner at the time of the Winner Notification, without mechanical or other aid to be declared as a Winner. If a potential Winner fails to correctly answer the skill-test 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 Sweepstakes, each Entrant hereby consents that Sponsor and its representatives, affiliates, related parties, 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 Sweepstakes and complying with applicable laws, regulations and rules. Additionally, by entering into this Sweepstakes, all Entrants hereby represent that they have the authority to grant, and do grant, Sponsor, World of Neopets Limited, and their representatives, affiliates, related parties, and licensors an irrevocable, royalty-free, perpetual, worldwide, sub-licenseable license to use and feature Entrant's Attributes on Sponsor's, World of Neopets Limited's, and their related parties' and affiliates' social media accounts (including without limitation, Facebook, X (formerly Twitter), YouTube, and Instagram), websites and blogs or for advertising and promotional purposes including, without limitation, advertisements for the Sweepstakes or any similar sweepstakes that Sponsor may run in the future without additional consideration or notice to Entrant in all manners and media throughout the world unless prohibited by law. By entering the Sweepstakes, 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 Sweepstakes, each Entrant consents to Sponsor's use of Entrant's Attributes and all other publicity rights on Sponsor websites, materials, and social media accounts.

Information provided by all Entrants will be used as stated herein, and for purpose of this Sweepstakes, in accordance with the Privacy Policy. By entering this Sweepstakes, 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 and Attributes as contemplated herein will not violate any agreement to which Entrant is a signatory or party.

#### **12. INDEMNIFICATION:**

Each Entrant agrees to indemnify, defend, and hold harmless 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 any of the Released Parties arising out of, in connection with, or related to a breach of Entrant's representations, warranties, covenants or obligations of the Sweepstakes, Website, Neopets Website, Privacy Policy, Terms and Conditions (if applicable), Rules, Entry, Release, the Prize, Prize Code, misuse, transfer, sale or assignment of the Prize, and any other consideration Entrant receives or expenses Entrant incurs regarding or related to the Sweepstakes. 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 and Entrant shall have 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 Released Parties' behalf without their prior written consent.

#### **13. RIGHTS RESERVED:**

Sponsor reserves the right to disqualify an Entry from the Sweepstakes, in Sponsor's sole discretion, that refers, depicts, or in any way reflects negatively upon a Released Party, the Sweepstakes, Newsletter, Website, or Neopets 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 Sweepstakes and may not be removed by or returned to Entrant, even if Entrant withdraws from the Sweepstakes.

#### **14. FORCE MAJEURE:**

If, for any reason, the operation or administration of this Sweepstakes, Privacy Policy, Terms and Conditions, 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) an event outside the control of Sponsor which includes, but is not limited to, “acts of God”, fires, strikes, labor disputes, pandemics, epidemics, quarantines, accidents, embargoes, riots, floods, earthquakes, other natural disasters, 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 Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and to award the Prize 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 Sweepstakes, or (z) acting in violation of these Rules or in any manner that’s disruptive to or contrary to the spirit of the Sweepstakes. If Sponsor cannot commence or complete the performance of its obligations or exercise its rights hereunder due to the occurrence of an event in subsections (a) through (e), Sponsor may, in its sole discretion and without penalty, cancel the Sweepstakes 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 the occurrence of an event in subsections (a) through (e).

#### **15. EQUITABLE REMEDIES:**

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 Sweepstakes, 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 the Sweepstakes, Rules, Entry, Website, Neopets Website, Newsletter, Privacy Policy, Terms and Conditions, Prize, Prize Code, acceptance, receipt, and/or use or misuse of the Prize, and 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 including, without limitation accessing the Website, Privacy Policy, Terms and Conditions, or subscribing to the Newsletter or submitting an Essay Entry to contests@upperdeck.com; (b) unauthorized human intervention in the Sweepstakes; (c) printing or production errors; (d) Sweepstakes 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 Sweepstakes or receipt or use of the Prize or Prize Code; (f) Entrant’s participation in the Sweepstakes; and/or (g) use of and/or account on the Neopets Website. 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 Sweepstakes or downloading any materials in this Sweepstakes.

ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO 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 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 SWEEPSTAKES, NEWSLETTER, WEBSITE, ENTRY, NEOPETS WEBSITE, 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 SWEEPSTAKES, WEBSITE, NEWSLETTER, ENTRY, NEOPETS WEBSITE, 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.

**17. USE OF DATA:**

All information submitted by Entrants will be collected, stored, and used for Sweepstakes administration purposes and in accordance with the Privacy Policy. By participating in the Sweepstakes 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.

**18. CLASS ACTION WAIVER:**

To the fullest extent permitted by law, by entering the Sweepstakes, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Entry, Website, Newsletter, Rules, Privacy Policy, Terms and Conditions, Sweepstakes, 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 Sweepstakes, 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 Entry, Website, Newsletter, Rules, Privacy Policy, Terms and Conditions, Sweepstakes, and 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.

**19. ARBITRATION:**

- a. Arbitration: Except as specifically excluded herein, Entrants and Sponsor (collectively, the "Parties") agree that any dispute, controversy or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Released Parties, Prize, Prize Code, Sweepstakes, Website, Neopets Website, Privacy Policy, Terms and Conditions, an Entry, Release, and/or these Rules and 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 (1) 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 agreement to arbitrate 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 a 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. 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 agreement to arbitrate 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 agreement to arbitrate 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 THIS AGREEMENT, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKEABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY INTERNATIONAL, 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. 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 Sponsor agree that any dispute, controversy, or claim involving the intellectual property rights of the Sponsor 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 Sweepstakes 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. WINNER AND RULES:**

To request confirmation of the Winner, please email a written request to [dylan\\_davidson@upperdeck.com](mailto:dylan_davidson@upperdeck.com) with the subject line "Neopets Sweepstakes."

**22. NO ENDORSEMENT:**

Each Entrant acknowledges and agrees this Sweepstakes is not in any way sponsored, endorsed, or administered by World of Neopets Limited. By participating in this Sweepstakes, each Entrant fully and irrevocably releases the World of Neopets Limited from any and all liability in connection with this Sweepstakes.

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

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**23. LIMITATION OF ACTIONS:**

Any legal proceedings against Released Parties regarding or related to Sponsor, Website, Entry, Newsletter, Prize, Rules, Privacy Policy, Terms and Conditions, Release, or this Sweepstakes must be commenced by or on behalf of an Entrant within two (2) years after the expiration of the Entry Period.

**24. CONSTRUCTION:**

These Rules including, without limitation, the Release, shall not be construed against any party on the grounds that such party drafted these Rules or caused it to be drafted.