

**2014 INDUSTRY SUMMIT MEMORABILIA INSTANT WINNER CONTEST
OFFICIAL RULES**

WINNER MAY BE REQUIRED TO RESPOND TO THE WINNER NOTIFICATION AND/OR COMPLETE AND EXECUTE A RELEASE AND PRIZE ACCEPTANCE AGREEMENT AND ANY OTHER LEGAL DOCUMENTS THAT SPONSOR MAY REQUIRE WITHIN THE TIME FRAME REQUIRED BY SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

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

NAME OF CONTEST ("Contest"): 2014 Industry Summit Memorabilia Instant Winner Contest.

SPONSOR and ADMINISTRATOR: This Contest is sponsored by The Upper Deck Company, 2251 Rutherford Road, Carlsbad, California 92008, which is solely responsible for its content ("Sponsor"). Sponsor and its respective parents, divisions, affiliates, subsidiaries, advertising agencies, promotional partners, and prize providers associated with this Contest collectively are referred to herein as the "Released Parties" and each a "Released Party." Sponsor may run multiple campaigns.

ELIGIBILITY: Contest is open to those attending the 2014 Las Vegas Industry Summit and are age thirteen (13) and above by March 15, 2014 ("Entrant(s)"). Void where prohibited by law. Current and former employees, members, managers, officers and directors of Released Parties, and their immediate family members and/or those living in the same household of each (including individuals who have been employed by a Released Party within the past twelve (12) months) are ineligible to enter the Contest or win a prize. For the purpose of this Contest, immediately family members are defined as spouse, partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

CONTEST PERIOD: Eligible individuals may submit their entries beginning on 8:00 AM PST on March 16, 2014 and ending at 11:00 AM PST on March 19, 2014 (the "Contest Period").

HOW TO WIN:

Those Certified Diamond Dealers attending the 2014 Industry Summit will receive a free pack of Upper Deck branded trading cards while supplies last. Randomly inserted into these free packs of Upper Deck branded trading cards are five (5) instant winner cards that have a handwritten number on the front of the card. That handwritten number is associated with five (5) different pieces of Upper Deck Authenticated Memorabilia. You must be present to win. Drawing will be held on March 19th, 2014 at 2:00 PM PST at the Upper Deck Diamond Dealer meeting at the Orleans Hotel & Casino.

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

Entrant agrees to indemnify and hold harmless the Released Parties against any and all claims from any third party.

PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

Prizes: five (5) Upper Deck Authenticated Memorabilia pieces. Values ranged depending on the piece of Upper Deck Authenticated Memorabilia. (total estimated value \$4,950.00)

Odds of winning a prize - 1:70

The following applies to both prizes and winners: Total ARV of all prizes offered in this Contest: \$4,950.00. Prizing is limited to one (1) prize per person per individual. Prize is limited to what is listed in these Official Rules. Winner is not entitled to any difference between actual value of prize and stated estimated retail value. In the event Sponsor is unable to award prize as stated, Winner will receive a substitute prize of equal or greater value, at Sponsor's discretion. Winner may not transfer prize to another person. If legitimately claimed, the prizes will be awarded. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address or other contact information. If a winner does not accept the entire prize, the unaccepted prize will be forfeited and Sponsor will have no further obligation with respect to that prize or the winner. Sponsor is not responsible for any inability of any winner to accept or use any prize (or portion thereof) for any reason. No transfers, prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right and sole discretion to substitute the stated prizes or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than the stated prizes will be awarded. Any federal, state and local taxes, as well as any expenses costs or fees not specifically listed in these Official Rules as being provided as part of the prize are the sole responsibility of the winner.

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

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

ADDITIONAL TERMS AND CONDITIONS: Released Parties shall not be liable to contestants for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal

or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control, whether or not specifically mentioned above. Sponsor is not responsible for: (a) unauthorized human and/or mechanical intervention in any part of the process or the Contest; (b) technical or human error which may occur in the administration of the Contest or the processing of entries; or (c) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any contestant's participation in the Contest or receipt or use of any prize. By entering the Contest (except where prohibited by law), Entrants consent to the use of their names, pictures, likenesses, voices, biographical data, and statements or comments related to the Contest or Sponsor, in advertising, promotion and marketing materials throughout the world, including on the Internet, by Sponsor, its promotional partners and third-party marketing entities, without additional compensation, notice, review, or approval. Sponsor's decisions will be final in all matters, including interpretation of these Official Rules and awarding of any prize. All Entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of Sponsor. The Released Parties reserve the right to disqualify any Contestant they find to be violating these Official Rules. Sponsor reserves the right to restrict or void entries or participation from any IP address if any suspicious entry and/or participation which is detected. Entrants further agree to not damage or cause interruption of the Contest and/or prevent others from using the Contest. Any Entrant who supplies false information, participates using fraudulent means or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, due to circumstances beyond its control, including natural disasters. Sponsor may, in its sole discretion, cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines such Entrant is attempting to undermine the legitimate operation of the Contest by cheating, plagiarizing, using contest vote swapping sites, engaging in any deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. In the event there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and/or these Official Rules (including any alleged discrepancy or inconsistency in these Official Rules), it will be resolved in Sponsor's sole discretion. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules will otherwise remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Any attempt to deliberately damage or undermine the legitimate operation or fair play of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, the Released Parties reserve the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

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

DISPUTES: Except where prohibited, as a condition of participating in this Contest, each Entrant agrees that any and all disputes that cannot be resolved between the Entrant and any Released Party, claims and causes of action arising out of or connected with this Contest, or the prize awarded, or the determination of the winner must be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an Entrant be permitted or entitled to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (if any), not to exceed ten

dollars (\$10), and Entrant further waives all rights to have damages multiplied or increased. This Contest and any dispute arising under or related thereto (whether for breach of contract, tortious conduct or otherwise) will be governed by the internal laws of the State of California, without giving effect to its conflicts of law or choice of law principles or rules that would cause the application of any other state's laws. Any legal actions, suits or proceedings arising out of or related to this Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in San Diego County, California and each Entrant accepts and submits to the personal jurisdiction of these courts with respect to any legal actions, suits or proceedings arising out of or related to this Contest.

WINNERS AND RULES: To request confirmation of the name and state of residence of the winners, please send such request to customer_service@upperdeck.com with the subject line "2014 Industry Summit Memorabilia Instant Winner Contest".