

## 2014 UPPER DECK MOTHER APPRECIATION 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 Upper Deck Mother Appreciation 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 legal residents of the fifty (50) United States, the District of Columbia and Canada (excluding Quebec) ages thirteen (13) and above ("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 May 12, 2014 at 12:00:01 a.m. Pacific Standard Time ("PST") and ending ends on June 1, 2014 at 11:59:59 p.m. PST (the "Contest Period"). Winner will be notified on or around June 2, 2014.

### **HOW TO ENTER:**

Fans will create a video thanking their mom for not throwing away their Upper Deck cards **OR** sharing Upper Deck cards with their mother. Videos should be posted to YouTube and the links can be emailed to Upper Deck at [UpperDeckMarketing@upperdeck.com](mailto:UpperDeckMarketing@upperdeck.com), posted on Upper Deck's Facebook Timeline ([www.facebook.com/UpperDeck](http://www.facebook.com/UpperDeck)) or tweeted to @UpperDeckSports on Twitter using #MomsLoveUD. All videos should be no longer than two (2) minutes. A panel made up of Upper Deck's Marketing Team will judge based on overall quality, creativity and use of Upper Deck product in the video.

All Submissions must be submitted using the entry method above. If Entrant is (17) years of age or younger Entrant must obtain the permission of Entrants' parent or guardian prior to entering the Contest, otherwise Entrant's Submission will not be considered in the Contest. Entrant may enter one (1) time only and any duplicate Submissions, participation, or entries will be disqualified and removed. In the event contestants exceed the stated limit, only the earliest Submission associated with a particular name or address will be reviewed and accepted. Submissions and any content within them may be displayed publicly on the website in Sponsor's sole discretion. Only individuals may enter. Teams, group, and entities may not participate. Submissions must be received by Sponsor during the Contest Period to be considered for the Contest. Proof of submission (such as a copied, printed, or saved version of a "thank you" or confirmation message or screen or delivery confirmation by a common carrier) does not constitute proof of actual receipt of a Submission or entry into this Contest. Odds depend on number of participants.

Entrants who do not abide by these Official Rules or follow the instructions provided by Sponsor or its representative will be disqualified. Submissions may not be acknowledged and, in fact, may be destroyed and/or

deleted. Submissions, comments or votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. Submissions made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, without limitation, commercial contest or sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. As a condition of entering the Contest, each Entrant gives consent for Sponsor and its representative to obtain and deliver his or 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 a Submission in excess of any limit or otherwise in violation of these Official Rules by using multiple or false contact information or otherwise may be disqualified.

Submissions received during the Contest Period will be evaluated and judged from among all other valid Submissions received during the Contest Period as more fully detailed below.

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

**SUBMISSION REQUIREMENTS:** A Submission must meet the following requirements in Sponsor's sole discretion or it will be disqualified:

1. Written elements of the Submission must be written in English.
2. The Submission must be suitable for presentation in a public forum.
3. Any element of a Submission that is the subject of complaint by a third party or violates the Upper Deck Privacy Policy may be disqualified and removed.

**SUBMISSION MUST NOT:**

1. Contain or depict any trademarks, brand names, slogans, or logos (other than "Upper Deck" as permitted in these Official Rules), advertising, identifiable commercial locations, profanity, religious statements, offensive or negative content, or material that violates the rights of a person or entity (e.g., a drawing not created and owned by Entrant or in the public domain), as deemed by Sponsor in its sole discretion;
2. Depict or describe any dangerous, harmful, or illegal activity or in any way violate any federal, state, or local laws or regulations, as deemed by Sponsor in its sole discretion;
3. Include information or 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 individual, any Released Party, or any third party, as deemed by Sponsor in its sole discretion;
4. Create or imply any association between Sponsor and any individual, entity, or anyone else or his, her, or its products or services, as deemed by Sponsor in its sole discretion;
5. Suggest inappropriate, unlawful, or dangerous use of any products or services, including those of Sponsor, and as deemed by Sponsor in its sole discretion;
6. Infringe, misappropriate, or violate any rights of any third party including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, as deemed by Sponsor in Sponsor's sole discretion; or
7. Have been submitted in any other contest, promotion, or competition.

By providing a Submission, Entrant agrees that Entrant's participation and Submission in the Contest demonstrate Entrant's agreement to these Official Rules and any Released Party's display and use of Entrant's Submission will not violate any agreement to which Entrant is a signatory or party.

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

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

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

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

**DETERMINATION OF WINNER:** Submissions will be judged, in Sponsor's sole discretion, and based on a variety of criteria including, but not limited to, enthusiasm.

**JUDGING:** Sponsor will rate the Submissions using the criteria above and any other criteria in its sole discretion. The Submissions will be judged by a panel of Sponsor's choosing. The panel's decision shall be final and binding with no right to appeal. The Submissions will be judged by a "blue ribbon committee" of three Upper Deck employees.

**SELECTED CONTESTANT NOTIFICATION:** The Grand Prize winners will be notified by email and the cards will be mailed to them. Entrant is responsible for providing a current mailing address to send the Prize.

**PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**

The fan chosen for creating the best Mother Appreciation video will receive a prize pack for made up of one pack of 2013-14 Quantum Football (ARV = \$225), one box of 2014 Upper Deck Football (ARV = \$65), one box of 2013-14 Fleer Showcase Hockey (ARV = \$70), one box of 2014 SP Authentic Golf (ARV = \$110) and one box of 2013-14 SP Authentic Basketball (ARV = \$115) and a specially delivered arrangement of flowers (ARV = \$100, total ARV = \$685).

*The following applies to both prizes and winners:* Total ARV of all prizes offered in this Contest: is \$685. Approximate Retail Values (ARV’s) on prizes are just that, approximations and are not guarantees of price or value. Prices of collectibles are affected by changing supply & demand, by local market conditions, by the unpredictability of sports and other factors. It is impossible to establish an exact value on prizes or predict price movements based on these conditions. Prizing is limited to one (1) prize per person per household. Prize is limited to what is listed in these Official Rules. Winner is not entitled to any difference between actual value of 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 HERINAFTER 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) lost, late, misdirected, undeliverable, incomplete or indecipherable Submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any contestant's participation in the Contest or receipt or use of any prize; or (g) entries that are submitted by illegitimate means (such as, without limitation, by an automated computer program) or entries in excess of the stated limit. Released Parties are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's e-mail account to receive e-mail messages. Released Parties are not responsible, and may disqualify any Entrant, if Entrant's e-mail address does not work or if it is changed without prior written notice to Sponsor. By entering the Contest (except where prohibited by law), Entrants consent to the use of their names, pictures, likenesses, voices, biographical data, the contents of their Submission, and any information contained in their Submission, 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 DAMAGE ANY ONLINE SERVICE OR WEBSITE OR 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-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 winners, please send such request to [QA@upperdeck.com](mailto:QA@upperdeck.com) with the subject line "**2014 Upper Deck Mother Appreciation Contest**"

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