

ENTRANT AND WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT

This Entrant and Winner Release and Prize Acceptance Agreement (“Release”) is in connection with the 2023 VS System Incurion Tournament (“Tournament”). Capitalized terms used in this Release and not defined have the meanings provided in the 2023 VS System Incurion Tournament Official Rules (the “Rules”); in the event of a conflict, this Release shall control. By signing this Release, you agree to the terms of this Release, the Rules, and The Upper Deck Company Privacy Policy (“Privacy Policy”) located at http://upperdeck.com/Elements/doc/UD_MasterPrivacyPolicy_5-28-20.pdf. In order for an Entrant to receive a Participation Prize as a participant in the Tournament and, to receive a Cash Prize as a Winner in the Tournament, each Entrant must complete and return this Entrant Release at the time of Entry to the Tournament, as defined in the Rules.

First name and Last Initial: _____

Email: _____

Mailing Address: _____

Attach a complete list of VS System Cards in Entrant’s deck

I hereby submit this Release to UDC in connection with the Tournament and my eligibility as an Entrant to receive the Participation Prize and/or as a Winner to receive a Cash Prize. I hereby grant to UDC a royalty-free, worldwide, sub-licensable, irrevocable, perpetual license to use and feature my name and deck contents (collectively, the “Attributes”) as described in the Rules, in conjunction with the Tournament and any UDC marketing initiative, and to feature the Attributes on UDC’s social media accounts including, without limitation, Facebook, Twitter, YouTube, Instagram, and Discord, in addition to UDC websites and blogs and for advertising and promotional purposes, without additional consideration or notice, in all manners and media unless prohibited by law. I further agree that my participation in the Tournament and eligibility to receive the Participation Prize and/or Cash Prize are good and valuable consideration in exchange for my execution of this Release and the terms and rights granted herein.

I certify that I am a legal resident of fifty (50) United States of America (“USA”), including Washington D.C., but excluding Puerto Rico and Rhode Island, or of Canada, excluding the province of Quebec, and I am at least eighteen (18) years old or the age of majority in my jurisdiction of residence, whichever is greater. I have not assigned, sold, or otherwise transferred my interest in and to the Participation Prize and/or Cash Prize or any of the claims or rights arising out of or relating to the Participation Prize and/or Cash Prize or Tournament. I understand and acknowledge that I may not assign the Participation Prize and/or Cash Prize and am not eligible to receive the Participation Prize and/or Cash Prize unless and until I fully participate in the Tournament.

As a condition to my eligibility to receive the Participation Prize and/or Cash Prize, I acknowledge, understand, and agree to the Rules, and Privacy Policy, and certify that the contents of this Release are true and accurate. I understand I am solely responsible for any and all taxes on or related to the Participation Prize and/or Cash Prize, as well as any and all expenses and other consideration I receive relative to my participation in the Tournament, including, but not limited to, any expenses associated with the Participation Prize and/or Cash Prize or the Tournament. I agree and hereby irrevocably consent that UDC may, without notice to or consent by me, use my above information in connection with the Tournament.

I also understand and agree that all rights under California Civil Code § 3344, or any similar federal or state law, are hereby expressly waived. Section 3344(a) reads as follows:

ANY PERSON WHO KNOWINGLY USES ANOTHER'S NAME, VOICE, SIGNATURE, PHOTOGRAPH, OR LIKENESS, IN ANY MANNER ON OR IN PRODUCTS, MERCHANDISE, OR GOODS, OR FOR PURPOSES OF ADVERTISING OR SELLING, OR SOLICITING PURCHASES OF PRODUCTS, MERCHANDISE, GOODS OR SERVICES, WITHOUT SUCH PERSON'S PRIOR CONSENT, OR, IN THE CASE OF A MINOR, THE PRIOR CONSENT OF HIS PARENT OR LEGAL GUARDIAN, SHALL BE LIABLE FOR ANY DAMAGES SUSTAINED BY THE PERSON OR PERSONS INJURED AS A RESULT THEREOF. IN ADDITION, IN ANY ACTION BROUGHT UNDER THIS SECTION, THE PERSON WHO VIOLATED THE SECTION SHALL BE LIABLE TO THE INJURED PARTY OR PARTIES IN AN AMOUNT EQUAL TO THE GREATER OF SEVEN HUNDRED FIFTY DOLLARS (\$750) OR THE ACTUAL DAMAGES SUFFERED BY HIM OR HER AS A RESULT OF THE UNAUTHORIZED USE, AND ANY PROFITS FROM THE UNAUTHORIZED USE THAT ARE ATTRIBUTABLE TO THE USE AND ARE NOT TAKEN INTO ACCOUNT IN COMPUTING THE ACTUAL DAMAGES. IN ESTABLISHING SUCH PROFITS, THE INJURED PARTY OR PARTIES ARE REQUIRED TO PROVE HIS OR HER DEDUCTIBLE EXPENSES. PUNITIVE DAMAGES MAY ALSO BE AWARDED TO THE INJURED PARTY OR PARTIES. THE PREVAILING PARTY IN ANY ACTION UNDER THIS SECTION SHALL ALSO BE ENTITLED TO ATTORNEY'S FEES AND COSTS.

I hereby forever release, discharge, indemnify, defend, and hold harmless UDC, and their respective affiliates, officers, directors, employees, managers, agents, representatives, subsidiaries, affiliates, successors, assigns, and related entities from any and all losses, damages, liabilities, claims, actions, demands, losses, disbursements, and costs and attorneys' fees arising out of or connected with a breach of any of my representations, warranties, covenants, or obligations herein, the Tournament, my participation in the Tournament, the Attributes, misuse, transfer, sale, and assignment of the Participation Prize and Cash Prize, and any Participation Prize and Cash Prize or other consideration I receive or expense I incur regarding or related to the Tournament. In the event of such defense, I will not enter into any settlements or make any admissions on the aforementioned parties' behalf without their prior written consent.

I also understand and agree that all rights under California Civil Code §1542, or any similar federal or state law, are hereby expressly waived. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

I understand the importance, meaning and legal effect of this entire Release and my waiver of rights under California Civil Code Section 1542, Section 3344, and any other applicable provisions of law. The foregoing waiver further includes without limitation an express waiver, to the full extent permitted by law, by me, of any and all rights under any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code Section 1542 and California Civil Code Section 3344.

I acknowledge that pursuant to this Release and the activities contemplated herein, I may receive UDC's Confidential Information, as defined herein. "Confidential Information" includes, but is not limited to, (a) this Release and its terms and the contents hereof; (b) any proprietary and/or non-public information regarding or related to UDC, its affiliates, subsidiaries, and their respective owners, officers, directors, employees, and agents; and (c) any other information which is received in confidence from or on behalf of UDC. I agree not to reveal any Confidential Information to any third party (excluding employees, agents, attorneys, accountants, and others to whom I have a legal obligation to disclose) and I will at all times exercise reasonable precautions to ensure that neither I nor any of the foregoing persons allow the Confidential Information to become public knowledge.

Confidential Information excludes information that: (a) is or becomes publicly known through no wrongful act or omission by me; (b) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law, provided that before making such disclosure, I shall, unless prohibited by law, governmental authority or by another non-disclosure agreement, provide UDC with at least fifteen (15) days prior written notice of such requirement, and shall use reasonable commercial efforts to obtain confidential treatment of such information; or (c) UDC provides advance written authorization to me for release of the Confidential Information.

Any legal proceedings against UDC regarding or related to this Release, the Participation Prize, Cash Prize, Rules, or the Tournament must be commenced by me or on my behalf within two (2) years after the my execution of this Release. If any provision of this Release is for any reason held to be invalid, unenforceable, contrary to any public policy, law, and/or ordinance, such provision shall be severable from the remainder of this Release, and the remainder of this Release shall not be affected thereby and shall remain valid and fully enforceable.

I understand and agree that this Release may be electronically signed and that any electronic signature appearing on this Release is the same as a handwritten signature for the purposes of validity, enforcement and admissibility.

No term or provision of this Release will be considered waived by UDC, and no breach excused by UDC, unless such waiver or consent is in writing signed by UDC. This Release shall not be construed against any party on the grounds that such party drafted the Release or caused it to be drafted. I acknowledge and agree that I have read, understand and agree to this Release and voluntarily enter into this Release without any threat, duress, coercion, or undue influence.

Signed: _____
Name: _____
Date: _____