2022 VS SYSTEM 2PCG REGIONAL TOURNAMENT OFFICIAL RULES

BY ENTERING INTO THE 2022 VS SYSTEM 2PCG REGIONAL TOURNAMENT ("TOURNAMENT"), YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS TOURNAMENT. THIS TOURNAMENT EXPRESSLY EXCLUDES, RHODE ISLAND AND PUERTO RICO. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE UPPER DECK COMPANY ("UDC") FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. ALL ENTRANTS WILL BE REQUIRED TO COMPLETE AND EXECUTE AN ENTRANT AND WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT ("RELEASE"). WINNERS WILL ALSO BE REQUIRED TO COMPLETE AND EXECUTE ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY UDC OR PRIZES MAY BE FORFEITED. ANY TERMS DEFINED IN THE RELEASE SHALL BE THE SAME AS THOSE DEFINED IN THE RULES, UNLESS STATED OTHERWISE.

1. NAME OF TOURNAMENT:

2022 VS System 2PCG Regional Tournement ("Tournament").

2. TOURNAMENT PERIOD:

The Tournament will be held on June 25, 2022 at Emerald City Comics, a comic book store located at 4902 113th Ave N, Clearwater, FL 33760 ("Tournament Location"). Individual matches for the Tournament will be held on the day of the Tournament beginning at 11:59 pm Eastern Time ("ET") and will end at a time determined by the Tournament organizer ("Tournament Organizer"), but no later than midnight ET June 25, 2022 ("Tournament Period").

3. ELIGIBILITY:

a. Who May Enter: This Tournament is open and offered only to natural persons who are legal residents of the fifty (50) United States of America ("USA"), including Washington D.C., but excluding Puerto Rico and Rhode Island, who are at least eighteen (18) years old or the age of majority in his/her/their jurisdiction of residence by or before June 25, 2022, and who have a VS System card deck with sixty (60) cards excluding proxy cards. In addition, all cards must be previously inserted by an Entrant individually in card sleeves and on his/her/their person at the beginning of the Tournament Period. Officers, directors, employees, representatives and agents of UDC, its affiliates, UDC's third party licensors including, without limitation, Blizzard, The Overwatch League, National Hockey League Players' Association, National Hockey League 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, and All-Elite Wrestling, (collectively "Licensors"), authorized third party distributors, Upper Deck Certified Diamond Dealers, and retailers, 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 this Tournament are ineligible to enter or win. Void where prohibited by law.

b. Entrant Eligibility: In order to be eligible as an Entrant in the Tournament, all Entrants must completely and fully perform the following to successfully submit his/her/their entry to the Tournament (collectively an "Entry"): (1) pay in full the entry fee at the Tournament Location ; (2) read and agree to the Rules posted at the Tournament Location and on www.upperdeck.com/op, and the Privacy Policy; and (3) complete and submit the Release for the Tournament during the Entry Period.

c. Entry Limitation: Limit one (1) Entry per Entrant; duplicate Entries by an Entrant will be disqualified and removed. All Entries become the exclusive property of UDC and will not be acknowledged, exchanged, modified, or returned. Entries must be received by the Tournament Organizer during the Entry Period to be considered for the Tournament. Proof of an Entry (such as a copied, printed, or saved version of a "thank you" or confirmation message) does not constitute proof of actual receipt or acceptance of an Entry into this Tournament.

4. AGREEMENT TO RULES:

By participating in the Tournament, Entrants agree to abide by and be bound by these 2022 VS System 2PCG Regional Tournement Official Rules ("Rules") and the decisions of the Tournament Organizer, which are final and binding in all matters relating to the Tournament. Entrant eligiblity for receiving a Participation Prize and/or winning a Cash Prize is contingent upon timely and fulfilling all requirements set forth herein. Furthermore, by submitting an Entry, Entrant agrees that he/she/they will not (a) impersonate any other individual or entity, or otherwise misrepresent his/her/their affiliation with another person or entity, in connection with his/her/their Entry; (b) use any disparaging or derogatory language at the Tournament; or (c) harass, bully, intimidate, or stalk other Entrants at the Tournament.

5. HOW TO ENTER:

a. Entry Requirements: An "Entrant" is defined as a natural person who meets the eligibility requirements herein, and submits an Entry during the Entry Period purusuant to these Rules. Beginning on June 25, 2022 at 12:00 pm ET and ending at the beginning of the Tournament Period ("Entry Period"), an Entrant must provide the following information on the Release: (1) first name and last name initial; (2) email address; (3) mailing address; and (4) a complete and accurate list of the sixty (60) total cards in Entrants' deck used to play in the Tournament.

b. Entry Disqualification: Failure to complete any portion of the Entry or any violation of these Rules will automatically disqualify Entrant from the Tournament. Entries may not be acknowledged and many be destroyed and/or deleted. Entries that are forged, altered, garled will not be accepted and will be void. Neither the Sponsor nor the Tournament Organizer are responsible for late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected Entries. Entries made by any other individual or any entity will be deemed invalid and disqualified for this Tournament. 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. By submitting an Entry, Entrant agrees to follow the rules of the VS System game and the Upper Deck Official Tournament Policy, both of which are incorporated by reference herein.

6. TOURNAMENT PROCEDURE:

a. Overview: The Tournament, including the number of rounds and the bracket as described herein, are based on the number of Entrants who fully participate in the Tournament during the Tournament Period in accordance with the Rules. If, during the Tournament Period, an Entrant leaves and does not return to the Tournament location for any reason after two (2) or more complete and consecutive rounds of play, such Entrant is automatically disqualified from the Tournament and may not re-enter the Tournament. The Tournament Organizer will host the Tournament during the Tournament Period at the Tournament Location. The entire Tournament is a physical event held in person; Entrants may not participate via a proxy or designated representative.

b. Tournament Part One: The Tournament will take place in two (2) parts. The first part of the Tournament ("Part One") is designed as a standard Swiss round style tournament and will consist of a tournament with two (2) Entrants at a table in each round. Each round will be limited to forty (40) total consecutive minutes. The number of rounds is determined by the total number of Entrants participating in the Tournament at the beginning of the Tournament Period. In the first round, Entrants will be randomly matched by Tournament

Organizer with their opponents. For all subsequent Part One rounds, Entrants will be matched by Tournament Organizer with their opponents based on the Entrants' standings from the immediately preceding round. During each round, Entrants will play one (1) game subject to the VS System game rules that are included with purchase of any VS System game, whereby Entrants will aim to stun their opponent's main character and place wounds until the main character is knocked out. Entrants who successfully knock out their opponent's main character will be declared the winners of that round. If a winner has not been determined at a table at the end of each round, then the Entrant at that table with the least number of collective wounds across all of its main characters shall be deemed the winner of that table for the particular round. If the Entrants are tied, then End of Round procedures should be followed in line with the Upper Deck Tournament Policy, which is incorporated by reference herein and shall be read by the Tournament Organizer at the start of the Tournament as well as posted by the Tournament Organizer at the Tournament Location for the duration of the Tournament Period. The Tournament Policy is also posted online at wwww.upperdeck.com/op. Entrants' win/loss standings shall be updated by the Tournament Organizer at the conclusion of each round. After each round, Entrants will be matched by the Tournament Organizer with different opponents based on the Tournament standings at the end of the round and assigned a new "table" during each subsequent round, if applicable. After a Tournament Organizer-determined number of rounds based on the number of Entrants, Entrants with the highest total win/loss standings ("Top Cut") will be eligible to move on to the second part of the Tournament ("Part Two"). Top Cut is determined by the total number of Entrants at the beginning of the Tournament Period. The Top Cut determines the second part of the Tournament.

c. Tournament Part Two: Part Two is a single elimination bracket style tournament with two (2) Entrants assigned to a table. Entrants will be matched by Tournament Organizer into a tournament bracket with their opponents based on the final standings at the end of the Swiss round in Part One. Rounds in Part Two are not limited in time, unless determined by the Tournament Organizer in his/her/their sole discretion based on the Tournament Location's business hours. During each round in Part Two, Entrants will play will play up to three (3) games pursuant to the VS System game rules to stun their opponent's main character and place wounds until the main character is knocked out. If an Entrant loses two (2) of these three (3) games, he/she/they will be considered the loser of that individual round and conversely, his/her/their opponent from that round will be considered the winner. Losers of each round will be eliminated from the remainder of the Tournament. The winners from each round of Part Two will advance to the next round until the final two (2) remaining Entrants are matched by Tournament Organizer (collectively the "Finalists"). The Finalists will play up to three (3) games to determine the overall winner of the Tournament. The first Finalist to win two (2) total games will be declared the first place Winner.

d. Tournament Organizer: The Tournament Organizer will (i) manage Tournament registration as well as confirming all information and documentation is properly completed by each Entrant and that each Entrant is eligible to participate in the Tournament based on the requirements herein and any other requirements identified by the Tournament Organizer prior to the Tournament Period; (ii) set up Tournament pairings for each Tournament round; (iii) provide the results of each round to the Entrants; (iv) answer any Entrant questions throughout the Tournament; (v) enforce these Rules and the Tournament Location rules; (vi) organize judges for the Tournament; and (vii) disseminate the Participation Prize to each player at the beginning of the Tournament.

7. SELECTING WINNERS:

On June 25, 2022, the Tournament Organizer will announce the Winners at the conclusion of Tournament Period. Entrants will be ranked based on his/her/their win/loss record during the Tournament, which is determined by Entrant's opponents' total (i) wins and losses; and (ii) overall ranking. Within three (3) weeks of the Tournament's conclusion, UDC will announce the ranking of all Entrants who participated in the Tournament ("Ranking List") on UDC's blog located at upperdeckblog.com ("Blog"), and UDC's social media channels: Facebook: @UpperDeckEnt, Instagram: @UpperDeckEnt, Twitter: @UpperDeckEnt, YouTube:

@UpperDeck, Discord: https://discord.gg/sYpwD9sq8T (together, the "Platforms"). Entrants who were removed from the Tournament for any reason will be listed as "dropped" on the Ranking List.

The Finalists with the best win/loss record at the end of the final round at the end of Part Two will be determined the winners ("Winners"). Each Winner will each receive a percentage of the three thousand dollar (U.S.D. $3,000.00) cash prize ("Cash Prize"), as further described herein, subject to and based on the number of Entrants who participated in the Tournament.

8. PRIZES:

a. Prizes Available: All Entrants who complete the Entry requirements herein will receive one (1) promotional VS System card (the "Participation Prize") for his/her/their participation in the Tournament. The value of the Participation Prize varies based on the secondary market and other factors, and UDC makes no representation or warranty as to the value of the Participation Prize. The total Cash Prize available is valued at three thousand dollars (U.S.D. $3,000.00).

i. In the event there are between four (4) and seven (7) Entrants in the Tournament, the Cash Prize will be distributed as follows: the first place Winner will receive a Cash Prize of two thousand dollars (U.S.D. $2,000.00) and the second place Winner will receive a Cash Prize of one thousand dollars (U.S.D. $1,000.00). The remaining Entrants will not receive a Cash Prize.

ii. In the event there are between eight (8) and fifteen (15) Entrants in the Tournament, the Cash Prize will be distributed as follows: the first place Winner will receive a Cash Prize of one thousand five hundred dollars (U.S.D. $1,500.00), the second place Winner will receive a Cash Prize of seven hundred fifty dollars (U.S.D. $750.00), the third place Winner will receive a Cash Prize of three hundred seventy five dollars (U.S.D. $375.00), and the fourth place Winner will receive a Cash Prize of three hundred seventy five dollars (U.S.D. $375.00). The remaining Entrants will not receive a Cash Prize.

iii. In the event there are between sixteen (16) and thirty one (31) Entrants in the Tournament, the Cash Prize will be distributed as follows: the first place Winner will receive a Cash Prize of one thousand dollars (U.S.D. $1,000.00), the second place Winner will receive a Cash Prize of six hundred dollars (U.S.D. $600.00), the third place Winner will receive a Cash Prize of three hundred seventy five dollars (U.S.D. $375.00), the fourth place Winner will receive a Cash Prize of three hundred seventy five dollars (U.S.D. $375.00), the fifth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00), the sixth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00) the seventh place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00) the eighth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00); and the ninth place Winner will receive a Cash Prize of fifty dollars (U.S.D. $50.00). The remaining Entrants will not receive a Cash Prize.

iii. In the event there are thirty two (32) or more Entrants in the tournament the Cash Prize will be distributed as follows: the first place Winner will receive a Cash Prize of nine hundred dollars (U.S.D. $900.00), the second place Winner will receive a Cash Prize of six hundred dollars (U.S.D. $600.00), the third place Winner will receive a Cash Prize of three hundred twenty five dollars (U.S.D. $325.00), the fourth place Winner will receive a Cash Prize of three hundred twenty five dollars (U.S.D. $325.00), the fifth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00), the sixth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00), the seventh place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00), the eighth place Winner will receive a Cash Prize of one hundred fifty dollars (U.S.D. $150.00), the ninth place Winner will receive a Cash Prize of forty dollars (U.S.D. $40.00), and the tenth through sixteenth place Winners will

each receive a Cash Prize of twenty five dollars (U.S.D. $25.00). The remaining Entrants will not receive a Cash Prize.

In the event there are only three (3) Finalists, the Tournament Organizer shall, in his/her/their sole discretion, divide the total Cash Prize among the first place Winner and second place Winner. In the event there are only two (2) Finalists, the Tournament Organizer maintains the sole discretion to award the total Case Prize to the first place Winner. In the event there is only one (1) Finalist, the Tournament Organizer maintains the sole discretion to award the total Cash Prize to the first place Winner. Only Winners will receive the Cash Prize.

b. Prize Eligibility: In order to receive the Participation Prize and/or Cash Prize, all Entrants must timely (1) read and agree to these Rules and the Privacy Policy; and (2) execute the Release. In addition to the foregoing, the Winners must also execute and return to UDC a W9 tax form as defined herein.

c. Receiving the Prize: Eligible Entrants will each receive the Participation Prize at the beginning of the Part One of the Tournament. Within five (5) business days after the end of the Tournament Period, UDC will email all Winners' based on the email address provided by the Winner in his/her/their Release ("Winner Notification") requesting each Winner execute and return a W-9 tax form, if not provided by the Entrant at the time of the Entry. Winners must execute and return the W9 tax form within five (5) business days of receiving the Winner Notification in order to receive the Cash Prize. Within thirty (30) calendar days of UDC's receipt of Winner's completed W9 tax form, UDC will mail Winner a check for the applicable Cash Prize based on information provided by Winner in the Release. The Cash Prize will be mailed via first class U.S. mail, to the mailing address provided by Winner in the W9 tax form and made payable in Winner's name.

d. Prize Disclaimers: By participating in the Tournament, Entrant acknowledges and agrees UDC is not responsible to replace any Participation or Cash Prizes. UDC will not replace any lost, damaged, stolen, or undeliverable Participation Prize and, if applicable, the Cash Prize that do not reach Winners because of an incorrect or modified address or other contact information. If the Winners do not accept the entire Participation Prize and, if applicable, timely deposit the Cash Prize, the unaccepted Participation Prize and, if applicable, the Cash Prize will be forfeited and UDC will have no further obligation with respect to that Participation Prize and, if applicable, the Cash Prize, or to the Entrants or the Winners. UDC is not responsible for any inability of any Entrant or Winner to accept, use, or deposit any Participation Prize and, if applicable, the Cash Prize, (or portion thereof) for any reason. No Participation Prize and, if applicable, the Cash Prize, substitutions or other consideration will be provided to an Entrant or the Winners, except in UDC's sole discretion. UDC reserves the right and sole discretion to substitute the Participation Prize and, if applicable, the Cash Prize, or any portion thereof of for a similar value of the Participation Prize and, if applicable, the Cash Prize, for any reason, including, without limitation, Participation Prize and, if applicable, the Cash Prize, unavailability. No amount greater than the stated Participation Prize and, if applicable, the Cash Prize, will be awarded. Any federal, state and local taxes, as well as any expenses costs, travel costs or any other fees not specifically listed in these Rules as being provided as part of the Participation Prize and, if applicable, the Cash Prize, are the Entrant's sole responsibility. The Tournament is entirely a game of skill and an Entrant's likelihood of winning a Cash Prize, is determined based on the Entrant's skill-based performance in each part of the Tournament.

The Participation Prize and, if applicable, the Cash Prize, cannot be purchased and/or obtained in any way outside of the Tournament, and cannot be refunded, exchanged, replaced, or redeemed for any non-virtual items of any kind. Entrants are solely responsible for all matters relating to or arising from the Participation Prize and, if applicable, the Cash Prize, after it is awarded. If (i) the Cash Prize, or related notification is returned as unclaimed or undeliverable to a Winner, and such Winner cannot be reached via email three (3) business days from the date of the Winner Notification; (ii) the Winners fail to return requisite document(s) provided by UDC following the Winner Notification, and within the specified time period; or (iii) if a Winner does not fully

comply with these Rules, then such Winner shall be disqualified and, in UDC's sole discretion, an alternate Winner may be selected.

9. PRIZE CONDITIONS:

a. Participation Prize and, if applicable, the Cash Prize, Release: By accepting the Participation Prize and, if applicable, the Cash Prize, each Entrant agrees to forever release and hold harmless UDC, the Tournament Organizer, 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 Tournament, Entry, or receipt or use of the Participation Prize and, if applicable, the Cash Prize. Further, by accepting the Participation Prize and, if applicable, the Cash Prize, each Entrant grants to UDC an irrevocable, perpetual, worldwide, sub-licensable, royalty-free license to feature the Entrants' name, image and likeness (collectively the "Attributes"). Each Entrant agrees to indemnify, defend, and hold harmless UDC, its licensors, and their respective officers, directors, employees, and agents from any and all damages, costs, liabilities, claims, disbursements, actions, and expenses, including without limitation, attorneys' fees, arising out of or related to the Attributes. Entrants will not enter into any settlements or make any admissions on UDC's behalf without UDC's prior written consent. Entrants acknowledge and agree that his/her/their participation in the Tournament, eligibility to receive, and/or receipt of a Participation Prize and, if applicable, the Cash Prize, is contingent upon his/her/their full compliance with the Rules and conditions herein and is good, valuable, and sufficient consideration to participate in the Tournament, and to receive a Participation Prize, and, if applicable, the Cash Prize. The Participation Prize and, if applicable, the Cash Prize, are subject to prior verification of eligibility, as well as compliance with these Rules. The Participation Prize and, if applicable, the Cash Prize, may not be transferred or assigned. If legitimately claimed, the Participation Prize and, if applicable, the Cash Prize will be awarded. Entrants acknowledge and agree this Tournament is not sponsored or endorsed by UDC.

Entrants hereby grant to UDC and its affiliates, related parties the irrevocable, perpetual license and right to print, publish, disseminate, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Entrants' name, image and likeness for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

b. Tax Implications: Winners who are residents of the U.S.A. must note that the value of the Cash Prize is taxable as income and an I.R.S. Form 1099 ("1099") will be filed in each Winner's name for the estimated value of the Cash Prize. UDC may request additional information from Winners to submit the 1099 and Winners must provide such information within five (5) business days from UDC's request thereof in order to receive the Cash Prize.

10. LICENSE GRANTED:

By entering into this Tournament, all Entrants agree to these Rules including, without limitation, this Section 10. All Entrants hereby grant UDC and its related parties and affiliates an irrevocable, royalty-free, perpetual, worldwide, sub licensable license to feature Entrant's name on UDC's and its related parties' and their affiliates' social media accounts including, without limitation, Facebook, Twitter, YouTube, Instagram, Discord, in addition to their websites and blogs and for advertising and promotional purposes without additional consideration or notice to Entrant in all manners and media unless prohibited by law. As a condition of entering the Tournament, each Entrant hereby consents that UDC and its representatives, affiliates, related parties, licensors, and agents, and the Tournament Organizer may obtain and deliver his/her/their name, address and other information to third parties for the purpose of administering and marketing this Tournament and complying with applicable laws, regulations and rules.

Information provided by all Entrants will be used as stated herein, and for purpose of this Tournament, in accordance with the Privacy Policy. By entering this Tournament, Entrant agrees that Entrant's participation and submission of an Entry as defined herein 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.

11. INDEMNIFICATION:

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) arising out of or related to the Tournament, Rules, the Participation Prize, Entry, and, if applicable, the Cash Prize,. Entrant shall give UDC or the Released Parties full authority to control the defense and all aspects relating to the defense thereof through attorneys of UDC's or Released Parties' 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 UDC or Released Parties in any way or manner whatsoever. Any compromise or settlement of any claim that required any payment by UDC or Released Parties, or requires any action or activity, or the cessation or any action or activity by UDC or the Released Parties shall require the UDC's prior written consent. Entrant may not enter into any settlements or make any admissions on UDC's or the Related Parties' behalf without their prior written consent.

12. FORCE MAJEURE:

If for any reason the operation or administration of this Tournament 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 the Tournament Organizer which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Tournament, this Tournament may be canceled, terminated, modified or suspended in whole or in part, at any time, without notice. UDC reserves the right, in its sole discretion, to disqualify any individual deemed to be (y) tampering or attempting to tamper with the Entry process or the operation of the Tournament, or (z) acting in violation of these Rules or in any manner that's disruptive to or contrary to the spirt of the Tournament. If the Tournament cannot be commenced or completed due a Force Majeure Event, the Tournament Organizer may, in its sole discretion and without penalty, cancel the Tournament or suspend the Tournament Period hereunder during such time during the Force Majeure Event.

13. EQUITABLE REMEDIES:

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE TOURNAMENT IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, UDC 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 UDC TO ENFORCE ANY PROVISION OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.

14. RELEASE AND LIMITATION OF LIABILITY:

To the full extent permitted by law, by participating in the Tournament, Entrants agree to release and hold harmless the Tournament Organizer, UDC, UDC's third party licensors and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, officers, employees, agents, successors, assigns, 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 Tournament, acceptance, receipt, or use or misuse of a Participation Prize and, if applicable, the Cash Prize, and the use of any Participation Prize. Without limiting the foregoing, Entrants agree to release, indemnify, defend and hold harmless the Released Parties including, but not limited to, from: (a) any technical errors that may prevent an Entrant from submitting an Entry; (b) unauthorized human

intervention in the Tournament; (c) printing or production errors; (d) Tournament 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 Tournament or receipt or use of a Participation Prize and, if applicable, the Cash Prize; or (f) Entrant's participation it the Tournament.

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 INDIVIDUALLY WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES. 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 TOURNAMENT OR THE PARTICIPATION PRIZE AND, IF APPLICABLE, THE CASH PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE RELEASED PARTIES DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE TOURNAMENT OR THE PARTICIPATION PRIZE AND, IF APPLICABLE, THE CASH PRIZE, AND UDC 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.

15. NAME AND LIKENESS RELEASE:

All Entrants acknowledge and agree that their participation in this Tournament may be recorded, live streamed, or otherwise broadcast or re-broadcast by the Released Parties at the Released Parties' sole discretion, on the Released Parties' social media Platforms, and hereby grant to the Released Parties and those acting pursuant to the authority of the Released Parties, the irrevocable, perpetual, worldwide, sub-licenseable, royalty-free license and right to print, publish, disseminate, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Entrants' participation in the Tournament, including the Entrants' first name and last initial, for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

16. USE OF DATA:

All information submitted by Entrants will be collected, stored and used for Tournament administration purposes and in accordance with the Privacy Policy, available on the website http://upperdeck.com/Elements/doc/UD_MasterPrivacyPolicy_5-28-20.pdf (the "Privacy Policy"). By participating in the Tournament and providing any personal information, Entrants hereby agree to the Tournament Organizer's and UDC's collection and use of such personal information and acknowledge that he/she/they read, understand, accept, and agree to the Privacy Policy. The Privacy Policy is hereby incorporated into these Rules.

17. CLASS ACTION WAIVER:

To the fullest extent permitted by law, by entering the Tournament, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Entry, Rules, Privacy Policy Tournament, Participation Prize and, if applicable, the Cash 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 while at the Tournament Location and participate in the Tournament, 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 or 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 Tournament 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. Claims may not be combined or aggregated based on similar claims or conduct any Class Action nor make an award to any person or entity not a party to the action. 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.

18. ARBITRATION:

All issues, claims, disputes, liabilities, causes of action, and questions concerning the construction, validity, interpretation, and enforceability arising out of or related to the Tournament, Rules, Privacy Policy, Entry, Release, Participation Prize and, if applicable, the Cash Prize, and the rights and obligations of the Entrants, and the Released Parties in connection with the Tournament, shall be governed by, and construed in accordance with the laws of the County of San Diego, State of California, United States and all Entrants irrevocably consent to personal jurisdiction in San Diego County, California. Any dispute, controversy or claim ("Claim") arising out of or relating in any way to the construction, validity, interpretation and enforceability of these Rules, Privacy Policy, the Tournament, Entry, Release, the Participation Prize and, if applicable, the Cash Prize, and the rights and obligations of the Entrants, and the Released Parties in connection with the Tournament shall be resolved by one arbitrator through binding arbitration administered by a retired judge on the Judicate West panel in San Diego, California. The parties shall select a mutually-acceptable arbitrator knowledgeable about issues relating to the subject matter herein. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the arbitrators in turn shall select a third arbitrator. This clause is made pursuant to the Federal Arbitration Act and the Claim will be decided by arbitration in accordance with the Commercial Arbitration Rules of Judicate West then in effect as modified herein. The arbitration shall be conducted in accord with this arbitration provision and the Judicate West Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law. Nothing in these Rules or the mandatory arbitration provision here shall limit the remedies available to the parties under law. The award or decision of the arbitrator will be final, conclusive, and binding upon the parties hereto and judgment may be entered upon such award by any court. 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. Prior to, during, and following any arbitration, the parties agree that they shall not hold any form of press conference or in any way publicize any matters regarding or related to such arbitration or Claim. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys, tax advisors and senior management and to family members of a party who is an individual. However, the preceding sentence shall not apply to the Class Action waiver, as described herein. ENTRANT UNDERSTANDS THAT HE/SHE/THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, ENTRANT UNDERSTANDS AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. ENFORCEABILITY:

The invalidity or unenforceability of any provision of these Rules or Tournament, or any Release executed in conjunction with this Tournament 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.

20. WINNERS AND RULES:

To request confirmation of the Winners, please email a writen request to OP@upperdeck.com with the subject line " 2022 Vs. System 2PCG Regional Tournement."

Facebook: The Tournament is in no way sponsored, endorsed or administered by Facebook. By participating in this Tournament, you fully and irrevocably release Facebook from any and all liability in connection with this Tournament.

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