

ENTRANT AND WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT

IMPORTANT: BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO WAIVE CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE, INCLUDING THE RIGHT TO SUE. PLEASE READ THIS RELEASE CAREFULLY BEFORE SIGNING.

This Entrant and Winner Release and Prize Acceptance Agreement (“Release”) is in connection with the 2024 Neopets Battledome Trading Card Game World Championship Tournament (“Tournament”). Capitalized terms used in this Release and not defined have the meanings provided in the 2024 Neopets Battledome Trading Card Game World Championship 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 - Upper Deck](#) (“Privacy Policy”). In order for an Entrant to receive a Prize (as defined in the Rules), each Entrant must complete and return this 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 and accurate list of the sixty (60) total Neopets Battledome Trading Card Game cards in your deck that you intend to play in the Tournament.

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 Top Cut Entrant to receive a Top Cut 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”) and participation in the Tournament worldwide IN ALL MEDIA (including, without limitation, the Released Parties’ Platforms, websites, and blogs) without limitation at any time, for advertising, marketing, trade and promotional purposes, for the purpose of administering the Tournament, including but not limited to contacting and announcing the Entrants, and complying with applicable laws, regulations, and rules, without payment or additional consideration to Entrant in all manners and media, and without review, approval or notification by Entrants unless prohibited by law. I further agree that my participation in the Tournament and eligibility to receive a Participation Prize and/or Top Cut 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 one of (a) the fifty (50) United States of America (“USA”), including Washington D.C., but excluding Rhode Island, Puerto Rico, and all other USA territories and possessions, or (b) the provinces and territories of Canada (excluding Quebec) and am the age of majority in my jurisdiction of residence and at least eighteen (18) years old. I have not assigned, sold, or otherwise transferred my interest in and to my Entry or a Prize or any of the claims or rights arising out of or relating to a Prize or the Tournament. I understand and acknowledge that I may not assign my Top Cut Prize and am not eligible to receive a Prize unless and until I fully participate in the Tournament.

As a condition to my eligibility to receive a Prize, I acknowledge, understand, and agree to the Rules, Game Rules, Tournament Policy, 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 a Prize, as well as any and all expenses and other consideration I receive relative to my participation in the Tournament and Gen Con, including, but not limited to, any expenses, costs (including, without limitation, travel costs), or any other fees in connection a Prize, the Tournament, or Gen Con. I agree and hereby irrevocably consent that UDC may, without notice to or additional 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 PRESENT PROOF ONLY OF THE GROSS REVENUE ATTRIBUTABLE TO SUCH USE, AND THE PERSON WHO VIOLATED THIS SECTION IS 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 or the Tournament, my participation in the Tournament, Gen Con (including my attendance of and travel to and from Gen Con), my Attributes, Rules, Privacy Policy, Entry, misuse, transfer, sale, and assignment of a Prize, and any Prize or other consideration I receive or expense I incur regarding or related to the Tournament. In the event of such defense, I will give UDC full authority to control the defense and all aspects relating to the defense thereof through attorneys of UDC's own choosing, including, but not limited to, the right to compromise and enter into any settlement of all claims. I agree and understand that I have no authority to bind or obligate UDC or Released Parties in any way or manner whatsoever. Any admission, compromise or settlement of any claim that requires 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 UDC's 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 § 1542 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 § 1542.

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.

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 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: _____