

## **2024 LEGENDARY WORLD CHAMPIONSHIP TOURNAMENT OFFICIAL RULES**

BY ENTERING INTO THE 2024 LEGENDARY WORLD CHAMPIONSHIP TOURNAMENT (“TOURNAMENT”), YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS TOURNAMENT. THIS TOURNAMENT INCLUDES CANADA AND THE UNITED STATES OF AMERICA (“USA”) INCLUDING WASHINGTON, D.C. BUT EXPRESSLY EXCLUDES QUEBEC, RHODE ISLAND, PUERTO RICO, AND ALL OTHER USA TERRITORIES AND POSSESSIONS. 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:**

2024 Legendary World Championship Tournament (“Tournament”).

### **2. TOURNAMENT PERIOD:**

The Tournament will be held on August 2, 2024, at Gen Con Indy (“Gen Con”) located at the Indiana Convention Center at 100 South Capitol Ave, Indianapolis, Indiana 46225 (“Tournament Location”) beginning at 9:00 am Eastern Standard Time (“EST”) and ending at a time determined by UDC as the Tournament organizer (“Tournament Organizer”), but in no event later than 11:59:59 pm EST on August 2, 2024 (“Tournament Period”).

### **3. ELIGIBILITY:**

a. **Who May Enter:** This Tournament is open and offered only to legal residents of the fifty (50) states of the USA (including Washington D.C. but excluding Rhode Island, Puerto Rico, and all other USA territories and possessions) and the provinces and territories of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and who are at least eighteen (18) years old. Officers, directors, employees, representatives and agents of UDC, its affiliates and 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, 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, Call of Duty League, EON, and All-Elite Wrestling (collectively “Licensors”) and any other persons or entities associated with the above listed or involved in the development, production, implementation, administration or fulfillment of the Tournament, 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 (an “Entry”): (1) read and agree to (i) these Rules posted at the Tournament Location and on <https://upperdeck.com/game-rules/>, (ii) 2024 Legendary: A Marvel Deck Building Game rules located at [Legendary Rules-Core Set.pdf \(theupperdeckco.wpenginepowered.com\)](#) (“Game Rules”), (iii) the Upper Deck Official Tournament Policy located at [www.upperdeck.com/op](http://www.upperdeck.com/op) (“Tournament Policy”), and (iv) UDC’s privacy policy located at [Privacy Policy - Upper Deck](#) (“Privacy Policy”); (2) purchase a ticket to attend Gen Con by going online at <https://www.gencon.com/> or at the Tournament Location; (3) purchase a Tournament ticket to play in the Tournament by going online at <https://www.gencon.com/> or at the Tournament Location; (4) physically attend the Tournament at the Tournament Location during the Tournament Period; and (5) complete and submit the Release to the Tournament Organizer during the Tournament Period but prior to participating in the Tournament.

c. Entry Limitation: Limit one (1) Entry per Entrant; duplicate Entries by an Entrant will be disqualified and removed. All Entries are and shall become the exclusive property of Tournament Organizer and will not be acknowledged, exchanged, modified, or returned. Entries must be received by the Tournament Organizer during the Tournament 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. 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.

#### **4. AGREEMENT TO RULES:**

By participating in the Tournament, Entrants agree to abide and be bound by these 2024 Legendary World Championship Tournament Official Rules ("Rules") and the decisions of the Tournament Organizer, which are final and binding in all matters relating to the Tournament. Entrant eligibility for receiving a 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 during the Tournament; or (c) harass, bully, or intimidate 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 Tournament Period pursuant to these Rules. The minimum and maximum number of Entrants allowed to participate in the Tournament is sixteen (16) and sixty-four (64), respectively. Beginning at the commencement at the Tournament Period, an Entrant must complete the Release by providing his/her/their: (i) full first name and last name initial; (ii) email address; and (iii) mailing address.

b. Entry Disqualification: Failure to complete any portion of the Entry or any violation of these Rules, as determined by Tournament Organizer in its sole discretion, will automatically disqualify Entrant from the Tournament. Entries may be destroyed and/or deleted. Further, Entries that are late, incomplete, forged, altered, or garbled will not be accepted and will be void. Tournament Organizer is not responsible for late, incomplete, incorrect, delayed, forged, altered, garbled, undelivered, or misdirected Entries. Entries made by any other individual or any entity will be deemed invalid and disqualified for this Tournament. By submitting an Entry, Entrant agrees to follow the Game Rules and the Tournament Policy, both of which can be requested during the Tournament Period from the Tournament Organizer, as well as Gen Con's rules and regulations. The Tournament Organizer will host the Tournament during the Tournament Period at the Tournament Location.

#### **6. TOURNAMENT PROCEDURE:**

a. Overview: The Tournament, including the number of rounds and Matches as described herein, are based on the number of Entrants who participate in the Tournament during the Tournament Period in accordance with these Rules. Therefore, Tournament Organizer will determine the number of Matches at the beginning of the Tournament Period. If, during the Tournament Period, an Entrant leaves and does not return to the Tournament Location for any reason after one (1) 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 or have another Entrant or individual replace him/her/them during the Tournament Period.

b. Tournament: The Tournament will take place in the following two (2) parts:

i. Tournament Part One: Part of the Tournament ("Part One") is designed as a standard Swiss round style tournament in which a minimum of three (3) and maximum of five (5) Entrants will play one (1) match (each a "Match") of the Legendary: A Marvel Deck Building Game ("Game") at one (1) table, subject to the Game Rules and these Rules, whereby Entrants will aim collect Victory Points (defined in the Game Rules) by defeating the Mastermind (defined in the Game Rules) and/or Villains (defined in the Game Rules) and rescuing Bystanders (defined in the Game Rules). Each Match in Part One will be limited to a total of fifty (50) consecutive minutes ("Match Period"). At the expiration of the Match Period or the Game completing the scheme (as detailed in the Game Rules), Entrants will calculate, and Tournament Organizer

will verify, the Victory Points of each Match. The Entrant with the highest number of Victory Points will receive five (5) Round Points (defined in the Game Rules), the Entrant with the second highest number of Victory Points will receive three (3) Round Points, and the Entrant with the third highest number of Victory points will receive one (1) Round Point. The Entrants with the lowest number of Victory Points will not receive a Round Point for that Match. If, in a Match, two (2) or more Entrants are tied, then the “Time Expiration” procedures set forth in the Tournament Policy shall apply and be enforced by Tournament Organizer. Entrants will be randomly paired with their opponents by Tournament Organizer, in its sole discretion, for their first Match. For all subsequent rounds, Entrants will be paired with different opponents by Tournament Organizer, in its sole discretion, based on the Entrants’ standings from the immediately preceding Match(es) and an Entrant may be assigned a new table during each subsequent Match, if applicable. Entrants’ Round Points standings shall be updated by the Tournament Organizer at the conclusion of each Match. The top sixteen (16) Entrants with the highest total Round Points (“Top Cut Entrants”) in Part One will move forward to participate in Part Two. If an Entrant is not a Top Cut Entrant, then that Entrant shall not participate in Part Two; those Entrants who do not compete in Part Two may choose to attend Part Two in a spectator capacity only.

ii. Tournament Part Two: Part two of the Tournament (“Part Two”) is a single elimination bracket style tournament in which a minimum of three (3) and maximum of five (5) Top Cut Entrants will play one (1) Match of the Game against each other at one (1) table, subject to the Game Rules and these Rules (each a “Final Match”). Top Cut Entrants will be paired by Tournament Organizer into a tournament bracket with their opponents based on their respective final standings at the end of Part One (e.g., the Top Cut Entrant with the highest number of Match wins will play the Top Cut Entrant with the lowest number of Match wins; the Top Cut Entrant with the second highest number of Match wins will play the Top Cut Entrant with the second lowest number of Match wins, etc.). A Final Match is limited to a total of fifty (50) consecutive minutes, unless determined otherwise by the Tournament Organizer in its sole discretion based on the Tournament Location’s business hours (“Final Match Period”). During each Final Match, Top Cut Entrants collect Victory Points by defeating the Mastermind and/or Villains and rescuing Bystanders pursuant to the Game Rules. At the expiration of the Final Match Period or the Game completing the scheme (as detailed in the Game Rules), the Tournament Organizer shall calculate the Victory Points and the Top Cut Entrant with the highest number of Victory Points will be declared the winner of his/her/their Final Match. The remaining Top Cut Entrants of a Final Match will be eliminated from the remainder of Part Two. The winners from each Final Match will advance to the next Final Match in which the Tournament Organizer, in its sole discretion, will pair the remaining Top Cut Entrants with their opponents until the final four (4) remaining Top Cut Entrants remain (collectively, the “Finalists”). The Finalists will play one (1) Final Match to determine the overall winner of the Tournament and the Finalist with the most Victory Points at the end of the Final Match will be declared the overall winner (the “Overall Winner”).

c. Tournament Organizer: The Tournament Organizer will (i) manage Tournament registration; (ii) confirm 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; (iii) set up Tournament pairings for each Tournament Match, in its sole discretion; (iv) provide the results of each Match to the Entrants; (v) answer any Entrant questions throughout the Tournament; (vi) enforce these Rules, Game Rules, and Gen Con rules and regulations; (vii) organize judges for the Tournament to make determinations in a Match should a question about the Game arise; and (viii) disseminate a Participation Prize to each Entrant at the beginning of the Tournament Period.

## **7. SELECTING WINNERS:**

The Tournament Organizer will announce the Overall Winner at the conclusion of the Tournament Period. Within three (3) weeks following the expiration of the Tournament Period, Tournament Organizer will announce the ranking of all Entrants who participated in the Tournament (“Ranking List”) on Tournament Organizer’s blog located at upperdeckblog.com (“Blog”), and Tournament Organizer’s social media channels: Facebook: @UpperDeckEnt, Instagram: @UpperDeckEnt, X (formerly Twitter): @UpperDeckEnt, YouTube: @UpperDeck, and 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.

All or some Top Cut Entrants, depending on the number of Entrants participating in the Tournament, will each receive a percentage of the Five Thousand Dollars (U.S.D. \$5,000.00) total cash prize (“Total Prize”), as further described in Section 8.

**8. PRIZES:**

a. Prizes Available: All Entrants who complete the Entry requirements herein and participate in the Tournament in accordance with these Rules will receive one (1) promotional Legendary System card (each a “Participation Prize” and collectively, the “Participation Prizes”) for his/her/their participation in the Tournament. The estimated retail value of a Participation Prize is Seventeen Cents (\$0.17), however it is impossible to establish the exact retail value of a Participation Prize or predict values based on several conditions such as market conditions, which are subject to change.

The Total Prize will be awarded to the Winners as follows (each a “Cash Prize”):

- i. If only a total minimum of sixteen (16) and a maximum of thirty-one (31) Entrants participate in the entire Tournament during the entire Tournament Period, then the Cash Prize will only be distributed to the top eight (8) Top Cut Entrants with the highest number of Match wins as follows:

1 <sup>st</sup> Place	Two Thousand Dollars (U.S.D. \$2,000.00)
2 <sup>nd</sup> Place	One Thousand Dollars (U.S.D. \$1,000.00)
3 <sup>rd</sup> Place	Seven Hundred Fifty Dollars (U.S.D. \$750.00)
4 <sup>th</sup> Place	Four Hundred Fifty Dollars (U.S.D. \$450.00)
5 <sup>th</sup> Place	Two Hundred Dollars (U.S.D. \$200.00)
6 <sup>th</sup> Place	Two Hundred Dollars (U.S.D. \$200.00)
7 <sup>th</sup> Place	Two Hundred Dollars (U.S.D. \$200.00)
8 <sup>th</sup> Place	Two Hundred Dollars (U.S.D. \$200.00)

- ii. If more than a total of thirty-two (32) or more Entrants participate in the entire Tournament, then the Cash Prize will be distributed to all Top Cut Entrants as follows:

1 <sup>st</sup> Place	One Thousand Five Hundred Dollars (U.S.D. \$1,500.00)
2 <sup>nd</sup> Place	One Thousand Dollars (U.S.D. \$1,000.00)
3 <sup>rd</sup> Place	Seven Hundred Fifty Dollars (U.S.D. \$750.00)
4 <sup>th</sup> Place	Five Hundred Fifty Dollars (U.S.D. \$550.00)
5 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
6 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
7 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
8 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
9 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
10 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
11 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
12 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
13 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
14 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
15 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)
16 <sup>th</sup> Place	One Hundred Dollars (U.S.D. \$100.00)

The Top Cut Entrants who receive a Cash Prize as set forth above will be collectively known as the “Cash Prize Winners” and individually as a “Cash Prize Winner.”

b. Receiving a Prize: To receive a Participation Prize and/or Cash Prize (collectively, the “Prizes” and individually, a “Prize”), all Entrants must timely fulfill the Entrant eligibility requirements hereunder. Eligible Entrants will each receive

a Participation Prize at the beginning of the Tournament Period. Within five (5) business days after the expiration of the Tournament Period, Tournament Organizer will email all Cash Prize Winners at the email addresses provided by the Cash Prize Winners on their Releases (each a "Winner Notification") a W9 or W8 tax form ("Tax Form") and request that each Cash Prize Winner execute and return a Tax Form. Cash Prize Winners must execute and return the Tax Form within five (5) business days of receiving the Winner Notification to receive a Cash Prize. Within thirty (30) calendar days of Tournament Organizer's receipt of a Cash Prize Winner's completed Tax Form, Tournament Organizer will mail a check to the Cash Prize Winner for the applicable Cash Prize via first class U.S. mail to the mailing address provided by the Cash Prize Winner in the Tax Form and made payable in Cash Prize Winner's name.

c. Prize Disclaimers: By participating in the Tournament, Entrant acknowledges and agrees that Tournament Organizer is not responsible to replace a Prize even if lost, damaged, stolen, or a Cash Prize does not reach a Cash Prize Winner because of an incorrect or modified address or other contact information. If an Entrant does not accept an entire Prize or, if a Cash Prize Winner does not timely deposit a Cash Prize, the unaccepted Prize will be forfeited and Tournament Organizer will have no further obligation with respect to that Prize or to that Entrant. Tournament Organizer is not responsible for any inability of any Entrant to accept or use a Prize, or deposit a Cash Prize (or portion thereof) for any reason. No Prize, substitutions or other consideration will be provided to an Entrant, except in Tournament Organizer's sole discretion. Tournament Organizer reserves the right and sole discretion to substitute a Prize, or any portion thereof of for a similar value of a Prize, for any reason, including, without limitation, a Prize unavailability. No amount greater than the stated Prizes will be awarded. Any federal, state and local taxes, as well as any expenses, costs (including, without limitation, travel costs), or any other fees in connection with the Tournament and Gen Con are Entrant's sole responsibility. The Tournament is 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.

A Prize cannot be purchased, assigned, and/or obtained in any way outside of the Tournament, and cannot be refunded, exchanged, replaced, assigned, or redeemed for any non-virtual items of any kind. Entrants are solely responsible for all matters relating to or arising a Prize after it is awarded. If (i) a Cash Prize, or related notification, is returned as unclaimed or undeliverable to a Cash Prize Winner, and such Cash Prize Winner cannot be reached via email three (3) business days from the date of the Winner Notification; (ii) a Cash Prize Winner fails to return requisite document(s) provided by Tournament Organizer following the Winner Notification within the specified time; or (iii) if a Cash Prize Winner does not fully comply with these Rules, then such Cash Prize Winner shall be disqualified and, in Tournament Organizer's sole discretion, an alternate Cash Prize Winner may be selected.

## **9. PRIZE CONDITIONS:**

a. Prize Release: By accepting a Prize, each Entrant agrees to forever release and hold harmless 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, Gen Con, Entry, or receipt or use of a Prize. Further, by accepting a Prize, each Entrant grants to Tournament Organizer an irrevocable, perpetual, worldwide, sub-licensable, royalty-free license and right to print, publish, disseminate, broadcast and use, the Entrant's name, image and likeness (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 and for the purpose of administering the Tournament, including but not limited to contacting and announcing the Cash Prize Winners and/or 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. Each Entrant agrees to indemnify, defend, and hold harmless Tournament Organizer, its licensors, and their respective officers, directors, employees, agents, and the Gen Con organizer 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 Tournament Organizer's behalf without Tournament Organizer's prior written consent. Entrants acknowledge and agree that his/her/their participation in the Tournament, eligibility to receive, and/or receipt of a Prize is contingent upon his/her/their full compliance with the Rules and conditions herein. Award of a Prize is subject to prior verification of eligibility as well as compliance with these Rules by Tournament Organizer. If legitimately claimed, a Prize will be awarded.

b. Tax Implications: Cash Prize Winners who are residents of the USA 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 Cash Prize Winner’s name for the estimated value of the Cash Prize. Tournament Organizer may request additional information from Cash Prize Winners to submit the 1099 and Cash Prize 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:**

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’ Platforms, and hereby grant to the Released Parties and those acting pursuant to the authority of the Released Parties, an irrevocable, perpetual, worldwide, sub-licensable, royalty-free license and right to print, publish, disseminate, broadcast and use the Entrants’ 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. Entrant agrees that his/her/their participation in the Tournament and eligibility to receive a Prize is good and valuable consideration in exchange for the grant of license and right granted herein. Further, by participating in the Tournament, Entrants acknowledge that the Tournament Organizer may disclose Entrant’s information to third-party agents and service providers of the Tournament Organizer in connection with any of the activities listed above. Information provided by all Entrants will be used as stated herein, and for the 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 demonstrates and reaffirms Entrant’s understanding of, compliance with, and agreement to these Rules and Privacy Policy, and any display and use of Entrant’s Entry as contemplated herein.

**11. INDEMNIFICATION:**

Each Entrant agrees to indemnify, defend, and hold harmless the Released Parties against any and all claims, liabilities, suits, causes of actions, demands, losses, damages, disbursements, and costs, including, without limitation, attorneys’ fees, arising out of, related to, or connected to a breach of any of Entrant’s representations, warranties, covenants, or obligations herein, or the Tournament, participation in the Tournament, Gen Con (including attendance of and travel to and from Gen Con), Attributes, Rules, Privacy Policy, Entry, misuse, transfer, sale and assignment of a Prize, and any Prize or other consideration received or expense incurred regarding or related to the Tournament. In the event of such defense, Entrant will give Tournament Organizer full authority to control the defense and all aspects relating to the defense thereof through attorneys of Tournament Organizer’s own choosing, including, but not limited to, the right to compromise and enter into any settlement of all claims. Entrant understands and agrees he/she/they have no authority to bind or obligate Tournament Organizer or Released Parties in any way or manner whatsoever. Any admission, compromise or settlement of any claim that requires any payment by Tournament Organizer or Released Parties, or requires any action or activity, or the cessation or any action or activity by Tournament Organizer or the Released Parties shall require the Tournament Organizer’s 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) “acts of God”, fires, strikes, labor disputes, pandemics, epidemics, accidents, embargoes, riots, floods, earthquakes, wars or governmental actions or any other act outside of Tournament Organizer’s control, (e) technical or production failures, (f) cancellation of Gen Con, or (g) 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. Tournament Organizer reserves the right, in its sole discretion, to disqualify any Entrant 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 spirit of the Tournament. If the Tournament cannot be commenced or completed or Tournament Organizer cannot commence or complete the performance of its obligations or exercise its rights hereunder due the occurrence of an event listed in subsections (a) through (g), then the Tournament Organizer may, in its

sole discretion and without penalty, cancel the Tournament or suspend the Tournament Period hereunder during such time in which Tournament Organizer is unable to commence or complete performance of its obligations, or receive the benefits herein due to the occurrence of an event described above such occurrence. Further, Tournament Organizer may discontinue and/or eliminate the Prize(s).

**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, TOURNAMENT ORGANIZER 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 TOURNAMENT ORGANIZER 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, its third party licensors and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, 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, Gen Con, and acceptance, receipt, or use or misuse of a 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) Tournament administration or Entry processing; (d) 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, at Gen Con, or receipt or use of a Prize; or (f) Entrant’s participation in the Tournament, and attendance of (including, without limitation, travel to and from) Gen Con.

ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES’ LIABILITY WILL BE LIMITED TO ENTRANT’S ACTUAL COST, IF ANY, NOT TO EXCEED FIVE DOLLARS (U.S.D. \$5.00) TO SUBMIT AN ENTRY, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEY’S FEES OR ANY OTHER COSTS WHATSOEVER.

BY ACCEPTING A PRIZE, ENTRANT ACKNOWLEDGES AND AGREES THAT A PRIZE IS PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIVES OR WARRANTIES. 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, GEN CON, OR A 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, GEN CON OR A PRIZE, AND TOURNAMENT ORGANIZER 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 AN ENTRANT.

**15. 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. By participating in the Tournament and providing any personal information, Entrants hereby agree to the Tournament Organizer’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.

## **16. ARBITRATION:**

a. **Arbitration:** Except as specifically excluded herein, Entrant and Tournament Organizer (who are collectively referenced for the purpose of this Section as the “Parties”) agree that any dispute, controversy or claim (“Dispute”) arising out of, related to, or having any relationship or connection whatsoever to the Tournament, Rules, Privacy Policy, a Prize, Release, any relationship or conduct between the Parties, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of this Agreement, or arising under local, state, or federal statutes or regulations shall be resolved by one (1) arbitrator through mandatory and binding arbitration administered by a retired state or federal judge on the American Arbitration Association (“AAA”) national roster of arbitrators who is able to conduct the arbitration in San Diego, California. If the Parties are unable to agree on an arbitrator, an arbitrator shall be determined pursuant to Rules 15-20 of the AAA Consumer Arbitration Rules (“AAA Consumer Rules”) (presently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>). This Arbitration Agreement is made pursuant to the Federal Arbitration Act and the Dispute will be decided by arbitration in accordance with the AAA Consumer Rules then in effect subject to the modifications described in this Section. At this time, the instructions for initiating AAA arbitration can be found at “R-1” of the AAA Consumer Rules and a template for a AAA Consumer Arbitration demand may be found at: [https://www.adr.org/sites/default/files/Consumer\\_Demand\\_for\\_Arbitration\\_Form\\_3](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3). This arbitration agreement is made pursuant to the Federal Arbitration Act and the Dispute will be decided by arbitration in accordance with AAA Consumer Rules (“AAA Consumer Rules”) (presently available at <https://www.adr.org/sites/default/files/Consumer-Rules-Web.pdf>), rather than any federal or state rules of civil procedure. The AAA Consumer Rules may provide more limited discovery compared to federal or state rules of civil procedure. The arbitrator shall honor claims of privilege and privacy recognized under California law and shall take reasonable steps to protect all confidential information. Each party may be represented by legal counsel of their own choosing. To the fullest extent permitted by law, the expense of the arbitration will be shared equally between the Parties. 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. The award or decision by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court. The arbitrator shall not have the authority to add to, amend, or modify existing law and all awards will be based solely on the law which would govern the Dispute if it had been brought in a court of law. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration, or court proceeding where any party was not a named party in the arbitration. Prior to, during, and following any arbitration, the Parties agree that the arbitration shall remain confidential.

This arbitration agreement specifically excludes from coverage any Disputes relating to whistleblowers and/or unlawful retaliation arising under the Sarbanes-Oxley Act, Disputes under the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203), and Disputes under the California Private Attorney Generals Act (PAGA). This arbitration agreement does not preclude the Parties from seeking provisional remedies from a court of law (such as temporary restraining orders or preliminary injunctions) to the extent applicable law allows parties to an arbitration agreement to obtain such relief. A party seeking or obtaining such provisional remedies shall not be considered a waiver of that party’s right to arbitration under this arbitration agreement. This arbitration agreement does not preclude the Parties from bringing applicable Disputes in the small claims court for the Superior Court of the County of San Diego, California. Nothing in this arbitration agreement is intended to affect or limit the Parties’ right to file an administrative charge or otherwise seek relief from any administrative or federal or state government agencies (although if a party chooses to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this arbitration agreement). A party’s participation in any administrative proceedings shall not be considered a waiver of that party’s right to arbitration under this arbitration agreement. Except as provided herein, this arbitration agreement shall be governed by the Federal Arbitration Act and California law to the extent California law is not inconsistent with the Federal Arbitration Act.

b. **Delegation to Arbitrator:** UNLESS OTHERWISE STATED IN THESE RULES, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKEABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY INTERNATIONAL, FEDERAL, STATE, OR LOCAL COURT OR AGENCY) THE EXCLUSIVE AUTHORITY TO RESOLVE ANY DISPUTE RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, REVOCABILITY, UNCONSCIONABILITY, VALIDITY OR FORMATION OF THESE RULES, ANY DISPUTE RELATING TO THE ARBITRABILITY OF ANY DISPUTE, AND/OR ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. Tournament Organizer will pay for all arbitration costs relating to the arbitrator’s determination



of gateway issues of arbitrability, including any disputes that one of the Parties waived the right to arbitration. Notwithstanding the above, the arbitrator is not authorized to make any award of attorneys' fees or costs relating to the determination of gateway issues of arbitrability.

c. **Intellectual Property Claims Exempted:** Notwithstanding the above, the Parties agrees that any dispute, controversy, or claim involving the intellectual property rights of the Parties may be brought in any state or federal court in the Southern District in the State of California, and the Parties hereby consents to exclusive personal jurisdiction and venue in such courts.

**17. CLASS ACTION WAIVER:**

To the fullest extent permitted by law, by entering the Tournament, Entrants agree that: (a) any dispute arising out of or connected with the Entry, Rules, Privacy Policy, Tournament, and a Prize, must be brought in the respective party's individual capacity and on an individual basis only, and not as a plaintiff or class member in any purported class, collective, representative, multiple- plaintiff, or similar proceeding ("Class Action"); (b) any and all claims, judgments, and awards shall be limited to Entrant's actual out-of-pocket costs to submit an Entry and participate in the Tournament, but in no event, shall include attorneys' 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 and 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. The Parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration, and the arbitrator may award damages on an individual basis only. 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. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE AND UNDERSTAND THAT THEY ARE WAIVING THEIR RIGHTS TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE ANY DISPUTE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, EXCEPT AS STATED HEREIN, THE PARTIES UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

**18. ENFORCEABILITY:**

The invalidity or unenforceability of any provision of these Rules or Tournament, or the Release shall not affect the validity or enforceability of any other provision; in the event of a conflict, these Rules supersede. 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.

**19. WINNERS AND RULES:**

To request confirmation of the Top Cut Entrants, Overall Winner, or Cash Prize Winners, please email a written request to [OP@upperdeck.com](mailto:OP@upperdeck.com) with the subject line "2024 Legendary World Championship Tournament."

**20. NO ENDORSEMENT:**

UDC is the sole organizer and administrator of the Tournament. By participating in the Tournament, Entrant fully and irrevocably releases all UDC's affiliates from any and all liability in connection with the Tournament.

**21. LIMITATION OF ACTIONS:**

Any legal proceedings against the Released Parties regarding or related to the Released Parties, Tournament, Rules, Entry, Prizes, Gen Con or Privacy Policy must be commenced by or behalf of an Entrant within two (2) years after the expiration of the applicable Tournament Period.

**22. CONSTRUCTION:**

These Rules including, without limitation, the Release shall not be construed against any party on the grounds that such party drafted these Rules or caused it to be drafted. Further, no term or provision of these Rules and the Release will be considered waived by Tournament Organizer, and no breach excused by Tournament Organizer, unless such waiver or consent is in writing signed by Tournament Organizer.