

## **EVOLUTION AUTHENTIC DIGITAL COLLECTIBLE SWEEPSTAKES OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. ANY PURCHASE MADE BY ENTRANT WILL NOT ENHANCE ODDS OF WINNING. BY ENTERING THIS SWEEPSTAKES, YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. THIS SWEEPSTAKES EXPRESSLY EXCLUDES NEW YORK, FLORIDA, RHODE ISLAND, PUERTO RICO AND QUEBEC. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

### **1. Name of Sweepstakes**

Evolution Authentic Digital Collectible Sweepstakes (“Sweepstakes”).

### **2. Sponsor**

This Sweepstakes is sponsored by The Upper Deck Company located at 5830 El Camino Real, Carlsbad, California 92008 (“UDC” or “Sponsor”).

### **3. Sweepstakes Period**

Entrants must submit an Entry beginning on the date Authentic Digital Collectible (“ADC”) is released on the Website via [www.collectevo.com/news](http://www.collectevo.com/news) (“Release”). The Entry Period for each ADC begins at the time the ADC is released and ends at 11:59pm PST six (6) days thereafter (“Entry Period”).

### **4. Eligibility**

- a. **Who May Enter:** This Sweepstakes is open and offered only to legal residents of the fifty (50) United States (including Washington D.C. but excluding Puerto Rico, New York, Rhode Island, and Florida) and the provinces and territories of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence and are at least eighteen (18) years old at the time of entry, found at [www.collectevo.com](http://www.collectevo.com) (“Website”). Officers, directors, employees, representatives, and agents of UDC and its affiliates, UDC’s third party licensors, 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 these licensors or involved in the development, production, implementation, administration or fulfillment of the Sweepstakes are ineligible to enter or win. Void where prohibited by law.
- b. **Entrant Eligibility:** In order to be eligible as an Entrant in the Sweepstakes (“Entrant”), an individual who meets the eligibility requirements herein must (a) create and maintain a free, active Account created on one of the UDC or its affiliates’ platforms which includes [www.upperdeckpack.com](http://www.upperdeckpack.com), [www.collectevo.com](http://www.collectevo.com), or [www.collectforever.com](http://www.collectforever.com) (an “Account”) (platforms collectively referenced herein as the “SSO environment”); (b) timely submit an entry on the Website; (c) read and agree to and comply with these Rules; (d) read and agree to the Release attached hereto and incorporated herein as Exhibit A; and (e) consent to Sponsor’s and third party’s use of his/her/their name, image, voice and likeness (collectively the “Attributes”) for purposes of this Sweepstakes and any subsequent promotional and advertising endeavors.

### **5. Agreement to Rules**

By participating in this Sweepstakes, an Entrant agrees to abide by and be bound by these Evolution Authentic Digital Collectible Sweepstakes Official Rules (“Rules”) and Sponsor’s decisions, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize is contingent upon timely fulfilling all requirements set forth herein.

## 6. Sweepstakes Overview

- a. No Purchase Necessary: There is no purchase necessary to enter or win an ADC that may have Physical Counterpart (“Prize”) and any purchase made will not increase Entrant’s chance of winning a Prize. The odds of winning a Prize depend on the total number of entries received and the number of Prizes available per ADC release. To enter without purchase, use the entry link located at the bottom of the homepage on the Website within the Entry Period identified on the [Website](#) (“Entry”). You must have an active Account and be logged into that Account to select the entry link on the [Website](#). You will then be prompted to submit your Entry for the Sweepstakes. Entrants who reside in Canada will be required to correctly answer a math question as described below. You must complete and submit the Entry as instructed to be eligible. The name of the person submitting the Entry must be the authorized Account holder. Upon Sponsor’s receipt of an Entry, an Entrant’s name will be entered to win a Prize. Entries are limited to individuals who maintain a valid and active Account during the Entry Period. Users may submit only one (1) Entry per household per Entry Period per Prize release per registered. Entries that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. At the expiration of each Entry Period, UDC will randomly select at least one (1) Entry to win a Prize (“Winner”). The number of Winners per Entry Period will vary with a minimum of one (1) Prize per ADC release. UDC will deposit the Prize automatically in the Winner’s Account within one (1) calendar day after the expiration of the relevant Entry Period. Prizes will vary based on multiple factors including, without limitation, the odds of any inserts within an individual ADC release. UDC will notify the Winner(s) if a Prize has been added to their Account via the email address listed in the Winner’s Account. Once the Prize is added to the Winner’s Account, the Winner can store or trade the Prize on their Account, or transfer the Prize to their Upper Deck e-Pack account, found at [www.upperdeckepack.com](http://www.upperdeckepack.com) ("e-Pack"), where the Prize can be traded for other collectibles on e-Pack. See [Upper Deck e-Pack Terms and Conditions](#). A Prize may have a Physical Counterpart in addition to the ADC (“Physical Counterpart”). If the Prize has Physical Counterpart, the Winner can ship the Physical Counterpart to a residential address, at the Winner’s sole expense.

## 7. Prizes

ADCs are records of ownership of the unique digital version of the Items underlying metadata. Prices of ADCs are volatile and are affected by changing supply and demand, local market conditions, and other factors. It is impossible to establish an exact value of a Prize or predict price movements based on these conditions. Prizes are limited to one (1) Prize per Entrant per Entry Period per product per household. Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize, including, without limitation, any applicable Physical Counterpart. Sponsor is not responsible for a Winner’s inability to accept or use any Prize (or portion thereof) for any reason. No Prize substitutions or other consideration will be provided to a Winner, except in Sponsor’s sole discretion. Sponsor reserves the right and sole discretion to substitute a Prize or any portion thereof for an equal or greater value of a Prize for any reason, including, without limitation, Prize unavailability. No more than the stated Prize(s) will be awarded. Any federal, state, provincial, foreign, and local taxes, as well as any expenses, costs, or any other fees not specifically listed in these Rules as being provided as part of a Prize are the sole responsibility of a Winner.

## 8. Prize Conditions

- a. General: By accepting the Prize, a Winner agrees to forever release and hold harmless the Released Parties, as defined herein, their affiliates, subsidiaries, parent companies, and each of their respective officers, directors, employees, shareholders, successors, assigns, and agents from and against any and all claims, demands, losses, liabilities, damages, costs, or causes of action arising out of participation in the Sweepstakes, the Website, Entry, Account, and/or receipt or use of the Prize, including, without limitation, the Physical Counterpart, if applicable. A Winner is solely responsible for all matters relating to or arising from the Prize after it is awarded. If a Winner does not fully comply with these Rules, then such person shall be disqualified and, in Sponsor’s sole discretion, an alternate Winner may be selected. If legitimately claimed, the Prize will be awarded and automatically deposited into their Account.

- b. Canadian Residents Only: In order to submit a valid Entry, an Entrant must first correctly answer a mathematical skill-testing question without mechanical or other aid. Sponsor reserves the right, in Sponsor's sole discretion, to administer an alternate skill test as it deems appropriate or necessary. The Prize is subject to prior verification of eligibility, as well as compliance with these Rules.

## **9. Entry Disclaimers**

The use of automated entry devices is prohibited and no mechanically reproduced Entries are allowed; all such Entries are void. Sponsor is not responsible for late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected Entries. Sponsor reserves the right to disqualify any person that submits more than the maximum allowed Entries. All Entries become the exclusive property of Sponsor and will not be acknowledged, exchanged, modified, or returned. Prize awards are subject to prior verification of eligibility, as well as compliance with these Rules.

## **10. General Conditions**

If for any reason the operation or administration of this Sweepstakes 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) technical or production failures, (e) the Website is discontinued for any reason, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and to award the Prize(s) using all eligible Entries received as of, or prior to cancellation, termination, modification, or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Rules. Sponsor 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 Sweepstakes; or (z) acting in violation of these Rules or in any manner that's disruptive to or contrary to the spirit of the Sweepstakes. In the event the Website is discontinued for any reason, UDC may discontinue and/or eliminate Prizes on the Website. Entrants acknowledge and agree that at any time UDC may transfer any Prizes to e-Pack, a third party site, or a public blockchain without notice to or consent from a Winner.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER LEGAL AND/OR EQUITABLE REMEDIES FROM ANY SUCH PERSON(S) INVOLVED IN OR RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW. FAILURE BY SPONSOR TO ENFORCE ANY PROVISION OF THESE RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION OR ANY LEGAL OR EQUITABLE RIGHTS.

## **11. Release and Limitation of Liability**

To the full extent permitted by law, by participating in the Sweepstakes, each Entrant agrees to release and hold harmless Sponsor and its affiliates, including, without limitation, Collect Forever, LLC, and their respective employees, officers, directors, volunteers, members, subsidiaries, licensors, vendors, distributors, sales representatives, agents, advertising and promotional agencies (collectively, the "Released Parties") from and against any and all claims, actions, injuries, losses, damages, causes of action, costs, and expenses arising out of or related to an Entry, the Website, Account, this Sweepstakes (including, without limitation, the participation thereof), acceptance or receipt of a Prize, use of the Attributes, use or misuse of a Prize, or participation in any Prize-related activity.

Without limiting the foregoing, each Entrant agrees to forever release and hold harmless the Released Parties from, including, but not limited to (a) any technical errors that may prevent an Entrant from submitting an Entry or from accepting the Prize; (b) unauthorized human intervention in the Sweepstakes; (c) printing or production errors; (d) Sweepstakes 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 Sweepstakes or receipt or use of a Prize; and (f) Entrant's participation in the Sweepstakes. Entrant acknowledges and agrees Released Parties assume no responsibility and have no responsibility whatsoever for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone

lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or any website, or any combination thereof, including any injury or damage to an Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. 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 costs whatsoever.

BY ACCEPTING THE PRIZE, A WINNER ACKNOWLEDGES AND AGREES THAT THE PRIZE IS PROVIDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES. BY SUBMITTING AN ENTRY, 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 SWEEPSTAKES, THE ACCOUNT, OR ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ENTRANT ACKNOWLEDGES AND AGREES SPONSOR DID NOT AND DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SWEEPSTAKES OR ANY PRIZES, AND SPONSOR IS NOT LIABLE FOR THE CONSEQUENCE OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO.

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 RELRELEASED PARTIES ARE NOT AND WILL NOT BE RESPONSIBLE OR LIABLE WHATSOEVER FOR ANY DAMAGES OR LOSSES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO ANY PARTICIPATION IN OR ASSOCIATION WITH THIS SWEEPSTAKES, THE WEBSITE, THESE RULES, THE ACCOUNT, USE OF THE ATTRIBUTES, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES; THEREFORE, SUCH EXCLUSIONS MAY NOT APPLY TO ENTRANTS.

## **12. Use of Data**

All information submitted by Entrants will be collected, stored and used for Sweepstakes administration purposes and in accordance with Sponsor's privacy policy and cookie settings, available on the Website, [www.collectevo.com/documents/privacy.pdf](http://www.collectevo.com/documents/privacy.pdf) ("Privacy Policy"). By participating in the Sweepstakes and providing any personal contact information, an Entrant hereby agrees to Sponsor's collection and use of their personal information for contest administration purposes and acknowledge that they have read, understand, accept, and agree to the [Privacy Policy](#).

- a. **Removing Account Information:** If you request in writing the erasure of your Account information pursuant to the terms in the Privacy Policy, your Account will be made permanently unrenderable and inaccessible. In order to comply with such request, you must communicate to UDC as provided in the [Evolution Terms and Conditions](#), in writing, your request for Account deletion, as well as confirmation that you have relinquished all rights, title, and interest, where applicable, to your Account; failure to do so will delay UDC's ability to delete your Account information. In order to delete your Account information, all Items in your Account and any other account within the SSO Environment will be deleted. You acknowledge and agree that your failure to comply with such terms may result in the forfeiture of all Items in your Account and you irrevocably waive any such rights and claims to such ADCs and Physical Counterparts (collectively the "Items") . UDC is not responsible for any damages or losses incurred pursuant to the deletion or loss of your Account information, Items, or Account contents. Please see the [Evolution Terms and Conditions](#) for more information as to how to request the erasure of your Account information. You acknowledge and agree that if you request the erasure of certain Account information pursuant to this Section, all such information from any Accounts will also be deleted.

### 13. Dispute Resolution

- a. Arbitration: Except as specifically excluded herein, the parties agree that any dispute, controversy or claim (“Dispute”) arising out of, related to, or having any relationship or connection whatsoever to the Website, Account, Released Parties, ADCs, Physical Counterparts, Prizes, Entry, any relationship or conduct between the parties, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of these Rules, or arising under local, state, or federal statutes or regulations shall be resolved by one 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-2” 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.pdf](https://www.adr.org/sites/default/files/Consumer_Demand_for_Arbitration_Form_3.pdf). Except as provided herein, the arbitration shall be conducted in accordance with AAA Consumer Rules, 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, each party shall pay its own attorneys’ fees. 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 HEREIN, IT IS THE INTENT OF THE PARTIES TO CLEARLY AND UNMISTAKEABLY DELEGATE TO AN ARBITRATOR (AND NOT ANY 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, OR AND ANY DISPUTE THAT ONE OF THE PARTIES WAIVED THE RIGHT TO ARBITRATE. 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 agree that any dispute, controversy, or claim involving the intellectual property rights of the parties or the parties' affiliates or licensors may be brought in any state or federal court in the Southern District in the State of California, and the parties consent to exclusive jurisdiction and venue in such courts.

#### **14. Class Action Waiver**

To the fullest extent permitted by law, any Dispute 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"). 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.

#### **15. Enforceability**

The invalidity or unenforceability of any provision of these Rules 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.

#### **16. Winners and Rules**

To request confirmation of the Winners, please email a written request to [contactus@collectevo.com](mailto:contactus@collectevo.com) with the subject line "Evolution Authentic Digital Collectible Sweepstakes" within thirty (30) calendar days from the expiration of the Entry Period.

## **Exhibit A**

### **Entrant and Winner Release**

By entering the Sweepstakes, as defined in the Rules, you agree to the terms of this Entrant and Winner Release (“Release”), the Rules, and Upper Deck Brands Privacy Policy (“Privacy Policy”) located at <https://www.collectevo.com/documents/privacy.pdf>. In order for an Entrant to receive a Prize as a Winner of the Sweepstakes, each Entrant must read and agree to the terms of this Release prior to submitting an Entry to the Sweepstakes, as defined in the Rules. Capitalized terms used in this Release and not defined have the meanings provided in the Rules; in the event of a conflict, this Release shall control.

I acknowledge and agree I read, understand, and agree to and comply with this Release in connection with the Sweepstakes, and my eligibility as an Entrant and potentially as a Winner to receive a Prize. I certify and agree that my participation in the Sweepstakes and eligibility to receive a Prize are good and valuable consideration in exchange for my agreement to the Rules, Privacy Policy, and this Release and the terms and rights granted herein.

I certify that I am a legal resident of (a) the fifty (50) United States of America (“USA”), including Washington D.C., but excluding Rhode Island, New York, Florida and Puerto Rico, or (b) the provinces and territories of Canada (excluding Quebec) and am at least eighteen (18) years old and the age of majority in my jurisdiction of residence. I have not assigned, sold, or otherwise transferred my interest in and to the Entry or the Prize or any of the claims or rights arising out of or relating to my Entry, Account, the Prize or Sweepstakes. I understand and acknowledge that I may not assign my Entry, my Account, or the Prize and am not eligible to receive the Prize unless and until I qualify for and fully participate in the Sweepstakes.

As a condition to my eligibility to receive the Prize, I acknowledge, understand, and agree to the Rules, Privacy Policy, and this Release. If I am selected as a Winner, I agree to accept the Prize as described by the Sponsor at the time of entry and acknowledge and accept that the Prize is non-exchangeable, non-transferable, non-refundable, has no cash-surrender value, and must be accepted as awarded with no substitutions, except at the sole discretion of the Sponsor. I understand I am solely responsible for any and all taxes on or related to the Prize as well as any expenses, costs, or any other fees not specifically listed in the Rules as being provided as part of the Prize. Unless prohibited by law, I agree and hereby irrevocably consent that Sponsor may, without notice to or consent by me, use my first and last name and email address in connection with administration of the Sweepstakes.

I agree and grant an irrevocable license to Sponsor and third parties for use of Attributes for purposes of this Sweepstakes and any subsequent promotional and advertising endeavors.

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

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

THE PREVAILING PARTY IN ANY ACTION UNDER THIS SECTION SHALL ALSO BE ENTITLED TO ATTORNEY'S FEES AND COSTS.

I hereby forever release, discharge, indemnify, defend, and hold harmless Sponsor and the Released Parties from any and all losses, damages, liabilities, claims, actions, demands, losses, disbursements, and costs and attorneys' fees arising out of or connected with a breach of any of my representations, warranties, covenants, or obligations herein, the Sweepstakes, my Entry, use of the Attributes, and Sweepstakes (including, without limitation, the participation thereof), the 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 Sweepstakes. In the event of such defense, I will not enter into any settlements or make any admissions on the aforementioned parties' behalf without their prior written consent.

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

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

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

I acknowledge that pursuant to this Release and the activities contemplated herein, I may receive Sponsor's Confidential Information, as defined herein. "Confidential Information" includes, but is not limited to, (a) any proprietary and/or non-public information regarding or related to Sponsor, its affiliates, subsidiaries, and their respective owners, officers, directors, employees, and agents; and (b) any other information which is received in confidence from or on behalf of Sponsor or Released Parties. 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 Sponsor 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) Sponsor provides advance written authorization to me for release of the Confidential Information.

Any legal proceedings against Sponsor regarding or related to Sponsor, my Account, this Release, the Website, Prize, Attributes, Rules, Privacy Policy, or the Sweepstakes must be commenced by me or on my behalf within two (2) years after the expiration of the applicable Entry Period, as defined in the Rules. 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.

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