

## **2026-27 NHL MY MVP PROGRAM CONTEST OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.** PRIZE RECIPIENTS (DEFINED BELOW) MUST RESPOND TO THE WRITTEN NOTIFICATION(S) FROM SPONSOR (DEFINED BELOW) AND COMPLETE AND EXECUTE A WINNER RELEASE AND PRIZE ACCEPTANCE AGREEMENT (“RELEASE”) AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIMEFRAME REQUIRED BY SPONSOR OR PRIZE(S) (DEFINED BELOW) MAY BE FORFEITED IN SPONSOR’S SOLE DISCRETION. ANY TERMS DEFINED IN THE RELEASE SHALL BE THE SAME AS THOSE DEFINED IN THESE RULES (DEFINED BELOW). BY ENTERING THIS CONTEST (DEFINED BELOW), YOU AGREE TO THESE RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING THIS CONTEST. THIS CONTEST INCLUDES CANADA AND THE UNITED STATES OF AMERICA (“USA”) BUT EXPRESSLY EXCLUDES PUERTO RICO AND ALL OTHER USA TERRITORIES AND POSSESSIONS. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

### **1. NAME OF CONTEST:**

2026-27 NHL MY MVP Program Contest (“Contest”).

### **2. CONTEST OVERVIEW:**

The Contest is an NHL program that highlights and awards the most passionate and dedicated fans of various NHL teams with the title of “most valuable person” (“MVP”). An MVP is defined as someone who has made a positive impact on other fans’ experience with one of the NHL teams, such as an individual who encourages a crowd with his or her unique gear or goal-scoring dance, or a collector whose house is decked out with team memorabilia and cards. All Entrants (as defined below) must be at least eighteen (18) years old and the age of majority in the state (if a legal resident of the USA) or in his/her/their province/territory (if a legal resident of Canada) in which he/she/they reside as further described in Section 5 below. The Contest will operate on the WIT Contests website located at <https://web.witcontests.com/upperdeck/sweepstakes/win/2026-mymvp-contest-261005> (“Contest Website”) and is subject to the Contest Website’s terms of use located at <https://witcontests.com/terms#terms> (“WIT’s Terms and Conditions”) and privacy policy located at <https://witcontests.com/terms#privacy> (“WIT’s Privacy Policy”).

### **3. SPONSOR:**

This Contest is sponsored by The Upper Deck Company located at 2081 Faraday Avenue, Carlsbad, California 92008 (“UDC” or “Sponsor”).

### **4. CONTEST PERIOD:**

The Contest begins on October 12, 2026, at 12:00 pm Pacific Time (“PT”) and ends on December 4, 2026, at 12:00 pm PT (“Contest Period”). For more information, please see the Contest details located on the Contest Website.

### **5. ELIGIBILITY:**

a. Who May Enter: The Contest is open and offered only to legal residents of (a) the fifty (50) states of the USA, including Washington D.C., but excluding Puerto Rico and all other USA territories and possessions, and (b) the provinces and territories of Canada who are at least eighteen (18) years old and the age of majority in the state, province, or territory in which he/she/they reside if the age of majority in that state, province or territory is greater than eighteen (18) years old. Officers, directors, employees, representatives and agents of UDC, its affiliates and third-party licensors including, without limitation, National Hockey League Players’ Association (“NHLPA”), the National Hockey League (“NHL”), its

member clubs, NHL Enterprises, L.P., NHL Enterprises Canada, L.P., NHL Enterprises B.V., NHL Interactive CyberEnterprises, LLC (the foregoing NHL entities collectively, the “NHL Entities”) and their related entities, 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, Warner Brothers, Miramax, All-Elite Wrestling, Blizzard, The Overwatch League (collectively, the “Licensors”), and any other persons or entities associated with these Licensors or involved in the development, production, implementation, administration or fulfillment of the Contest, and their respective immediate families (i.e., parent, child, sibling or spouse) and/or household members (whether related or not), are ineligible to enter or win. Previous NHL® My MVP Program Contest Ultimate MVP winners are ineligible to enter to win. Void where prohibited by law.

b. Entrant Eligibility: In order to be eligible as an entrant in the Contest (“Entrant”), an individual who meets the eligibility requirements herein must: (1) read and agree to these Rules, WIT’s Terms and Conditions, Upper Deck Privacy Policy located at [Privacy Policy - Upper Deck](#) (“Privacy Policy”), and WIT’s Privacy Policy; (2) agree to the Entrant Release (defined below) located on the Contest Website; and (3) submit an acceptable Entry (defined below) during the Entry Period (defined below). All Entries must be written in English, suitable for presentation in public forum, and comply with the Privacy Policy and WIT’s Privacy Policy.

c. Entry Limitations: Limit one (1) Entry per Entrant; duplicate Entries by an Entrant will be disqualified and removed. 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. Entries and any content therein may be displayed publicly on the Contest Website, in Sponsor’s sole discretion, without notice to or approval from Entrant. Entries must be received by Sponsor during the Entry Period to be considered for the Contest. Proof of an Entry (such as a copied, printed, or saved version of a “thank you” or confirmation message or screen or delivery confirmation by a common carrier) does not constitute proof of actual receipt or acceptance of an Entry into this Contest. Odds of winning depend on number of eligible Entrants in addition to the criteria in Sections 7 and 8.

Entries may not, as determined by Sponsor in its sole discretion: (i) contain or depict any third-party intellectual property, trademarks, brand names, slogans, logos or advertising (excluding NHL® team trademarks and names), identifiable commercial locations, profanity, religious statements, offensive or negative content; (ii) depict, describe, contain or reference any harassing, discriminatory, offensive, controversial, lewd, improper, dangerous, harmful or illegal activity or behavior, as determined by Sponsor in its sole discretion, or violate any international federal, state, provincial, or local laws or regulations; (iii) include content that is false, fraudulent, deceptive, misleading, defamatory, derogatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate, or injurious to any third party including any Released Parties (as defined below); (iv) suggest inappropriate, unlawful, or dangerous use of any products or services, including those of Sponsor and/or the NHL Entities; (v) infringe on, misappropriate, or violate any rights of any third party including, without limitation, copyright, trademark, trade dress, trade secret, or right of privacy or publicity; (vi) 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; (vii) harass, bully, intimidate, or stalk other Entrants in the Contest; or (viii) have been submitted in any other contest, promotion, or competition.

## **6. AGREEMENT TO RULES:**

By participating in this Contest, Entrants agree to abide by and be bound by these 2026-27 NHL MY MVP Program Contest Official Rules (the “Rules”) and the decisions of the Sponsor, which are final and

binding in all matters relating to the Contest. Entrant eligibility for winning a Prize (as defined below) is contingent upon timely fulfilling all requirements set forth herein.

## **7. HOW TO ENTER:**

a. Entry Requirements: Beginning on October 12, 2026, at 12:00 pm PT through October 23, 2026 at 12:00 pm PT (“Entry Period”), an Entrant can submit an Entry on the Contest Website (an “Entry”) by: (i) creating an account on the Contest Website; (ii) submitting his/her/their (1) first name and last name initial, (2) email address, (3) hometown, (4) favorite NHL team, (5) a minimum of one but no more than five images in JPEG format no larger than two megabytes (“MBs”) depicting the Entrant in his/her/their favorite NHL® team gear (“Images”), and (6) a written statement consisting of a minimum of seventy-five (75) characters and maximum of one hundred (100) characters explaining how long he/she/they have been an NHL fan and a short description of his/her/their favorite NHL® game day tradition (“Statement”); and (iii) agreeing to the Entrant Release (defined below). Entrant represents and warrants that the information he/she/they provides in an Entry is true and correct and the Statement is his/her/their original work, created solely by him/her/they and over which he/she/they have all necessary rights, title and interest, including all copyrights. Further, Entrant represents and warrants that his/her/their Statement complies with the limitations set out in Section 5(c). By submitting an Entry, Entrant acknowledges, understands, and agrees to these Rules, WIT’s Terms and Conditions, Privacy Policy, and WIT’s Privacy Policy, and represents and warrants that he/she/they comply with and will continue to comply with the Rules at all times, and is eligible to enter into and participate in the Contest per the Rules.

b. Release: By submitting an Entry, Entrant agrees to the Entrant Release located at <https://s3.amazonaws.com/wit-challenge-assets-prod/legal/202627%20NHL%20My%20MVP%20Program%20Contest%20Entrant%20Release%2009.21.26.docx%20-%202026-09-25T17:06:50.767.pdf> (“Entrant Release”) located on the Contest Website in which Entrant irrevocably grants to Sponsor and its representatives, related parties, agents, licensors, and affiliates and the NHL Entities and those acting pursuant to the authority of Sponsor and the NHL Entities (whose grant may also be confirmed in writing upon Sponsor’s request) a perpetual, worldwide, royalty-free, assignable, sub-licensable license to feature, and right to print, publish, disseminate, broadcast and use, his/her/their full name, image, likeness, email address, and biographical and contact information (collectively, the “Attributes”), Entry (including, without limitation, Entrant’s Images and Statement), and all other publicity rights on the Contest Website, Sponsor’s and NHL Entities’ packaging, materials, solicitations, websites, blogs, social media accounts (including, without limitation, Facebook, X (formerly known as Twitter), YouTube, and Instagram), and advertisements related to the Contest or any similar contest run by Sponsor in the future, and in all media worldwide, without limitation, at any time for advertising, trade and promotional purposes without payment or consideration and without review, approval, or notification by or to Entrant in all manners and media throughout the world unless prohibited by law (“Grant of License”). Entrant will not be able to submit an Entry without agreeing to the Entrant Release. Entrant must be the sole owner of all rights, title, and interest in and to the copyright to the Images at all times when the Images are provided to and used by Sponsor. Sponsor will not accept any Images that contain offensive, controversial, lewd, improper, illegal activity, questionable title, or any third-party logos or trademarks, excluding NHL® team trademarks and names, and Sponsor reserves the right to refuse any Image for any reason, in Sponsor’s sole discretion; any Images provided in violation of the Rules will disqualify an Entry. Entrant acknowledges and agrees that Sponsor may modify any Image to remove any unauthorized third-party logos, trademarks, indicia, or third-party intellectual property without notice to or approval from Entrant. For more information on how Sponsor and Contest Website store and use an Entrant’s personal information, please refer to the Privacy Policy and the WIT’s Privacy Policy.

c. Entry Disqualification: Failure to complete any portion of these Entry requirements or any violation of these Rules, as determined by Sponsor in its sole discretion, will automatically disqualify Entrant from the Contest. Entries may not be acknowledged and may be destroyed and/or deleted. Entries, comments, or votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. Entries made by any other individual or any entity, and/or originating at any other website or email address including, without limitation, commercial contest or contest subscription notification and/or entering service sites, will be deemed invalid and disqualified from this Contest. Entries and acceptance of these Rules, WIT's Terms and Conditions, the Privacy Policy, and WIT's Privacy Policy must be received by Sponsor during the Entry Period to be considered for the Contest.

## **8. CONTEST PROCEDURE:**

a. First Voting Period: Entrants who have submitted eligible Entries, as confirmed by Sponsor in its sole discretion, will be deemed an MVP nominee (each a "Nominee") for one (1) of the thirty-two (32) NHL teams. On October 29, 2026, at 12:00 pm PT, Sponsor will announce all Nominees on the Contest Website. Beginning on October 29, 2026, at 12:05 pm PT and ending on November 12, 2026, at 12:00 pm PT ("First Voting Period"), individuals who have an active and valid Contest Website account (collectively, the "Voters") will be able to cast a maximum of one (1) vote per day during the First Voting Period on the Contest Website for their favorite Nominee for each NHL team by selecting the "like" button next to the respective Nominee's name. One (1) "like" on the Contest Website is one (1) vote for the respective Nominee. Duplicate votes per day during the First Voting Period will not be counted or considered. Votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. Upon the expiration of the First Voting Period, only the top thirty-two (32) Nominees with the most votes, each one representing one (1) of the thirty-two (32) NHL teams ("Team MVP Winners"), will proceed to and participate in the Second Voting Period (defined below); provided, however, if there is no Team MVP Winner for an NHL team due to a lack of a Nominee, then only those Team MVP Winners representing an NHL team will proceed to the Second Voting Period. For clarification, there is a total maximum of up to thirty-two (32) Team MVP Winners. In the event of a tie between two (2) or more Nominees for the title of a Team MVP Winner for an NHL team, Sponsor will create an internal panel of five (5) qualified, impartial Sponsor employees ("Panel"), in Sponsor's sole discretion, to review the tied Nominees' Entries and select the Team MVP Winner therein. In determining which Nominee will proceed to the Second Voting Period, the Panel shall consider the following: (a) qualifications of the "Most Valuable Person," as described in Section 2 herein, (b) the Nominee's positive impact on an NHL® team and fan community, (c) originality and uniqueness of the Nominee's Entry, (d) the Nominee's compelling Statement, and (e) the Nominee's team spirit (collectively, the "Criteria"). The Panel's decision shall be final and binding on all matters regarding or related to the Contest. If a panelist on the Panel personally knows a Nominee in question, that panelist will be disqualified and replaced with another qualified panelist, in Sponsor's sole discretion. On November 20, 2026, at 12:00 pm PT, Sponsor will announce the Team MVP Winners on the Contest Website and/or Sponsor's social media accounts including, without limitation, Facebook, X (formerly known as Twitter), Instagram, and YouTube.

b. Second Voting Period: Beginning on November 20, 2026, at 12:05 pm PT and ending on December 4, 2026, at 12:00 pm PT ("Second Voting Period"), Voters may cast one (1) vote per day during the Second Voting Period on the Contest Website for their favorite Team MVP Winner for the title of the "Ultimate MVP" by selecting the "like" button next to the respective Team MVP Winner's name. One (1) "like" on the Contest Website is one (1) vote for the respective Team MVP Winner. Duplicate votes per day during the Second Voting Period will not be counted or considered. Votes that are forged, altered, garbled or generated by a macro, bot, or other automated means will not be accepted and will be void. Upon the expiration of the Second Voting Period, the Team MVP Winner with the highest number of votes will win the title of the Ultimate MVP. In the event of a tie for the position of the Ultimate MVP, the Panel shall select the Ultimate MVP, in the Panel's sole discretion, considering the Criteria. On December 5, 2026, at

12:00 pm PT, Sponsor will announce the Ultimate MVP on the Contest Website and/or Sponsor's social media accounts including, without limitation, Facebook, X (formerly known as Twitter), Instagram, and YouTube.

## **9. PRIZES:**

a. Prizes Available: The prizes vary based on the type of winner(s). There is a maximum total of up to thirty-three (33) prizes available for this Contest. The prizes include: (a) one (1) Grand Prize (defined below) awarded to the Ultimate MVP, and (b) up to thirty-two (32) Team MVP Prizes (defined below) awarded to all Team MVP Winners. The Grand Prize and Team MVP Prizes are individually referenced herein as a "Prize" and collectively referenced as the "Prizes." The Ultimate MVP and Team MVP Winners are collectively referenced herein as the "Prize Recipients."

- i. Team MVP Prize: Each Team MVP Winner will receive a prize consisting of (each a "Team MVP Prize"): (1) one (1) framed trading card featuring the respective Team MVP Winner's Image; (2) one (1) UDC hat; (3) one (1) box of UDC trading card product selected by Sponsor in its sole discretion; and (4) one (1) UDC play-mat. Each Team MVP Prize has an estimated retail value of one hundred fifty dollars (U.S.D. \$150).
- ii. Grand Prize: The Ultimate MVP will receive a prize consisting of ("Grand Prize"): (1) one (1) official UDC trading card featuring the Image of the Ultimate MVP inserted on UDC's 2027-2028 NHL MVP trading card product ("Trading Card"); (2) two (2) electronic tickets to the 2027 Stanley Cup Playoffs ("Stanley Cup Playoffs E-tickets") for a game, date, and location determined by the Sponsor; (3) one (1) hotel room for up to two (2) people for one (1) night at a hotel selected by Sponsor near the arena where the Stanley Cup Playoffs will take place; (4) one (1) travel voucher in the amount of five hundred dollars (U.S.D. \$500) payable via check; (5) one (1) carry-on piece of luggage; (6) one (1) luggage tag; (7) three (3) boxes of Upper Deck NHL<sup>®</sup> hockey trading card products selected by Sponsor, in its sole discretion, with an estimated retail value of three hundred fifty dollars (U.S.D. \$350); (8) two (2) electronic tickets to one (1) of the following NHL games of Ultimate MVP's choosing ("Bonus Game"): NHL Winter Classic or 2027 NHL Stadium Series. For clarity, Sponsor shall be responsible solely for providing two (2) electronic tickets to the Bonus Game. All other costs and expenses associated with the Bonus Game, including airfare and accommodations, shall be the sole responsibility of the Ultimate MVP. Ultimate MVP must notify Sponsor in writing via email of the Bonus Game of choice at least three (3) weeks prior to the selected Bonus Game. The Grand Prize has a total estimated, aggregated retail value of four thousand and eighty dollars (U.S.D. \$4,080).

b. Prize Value: The total estimated, aggregated retail value of all Prizes is approximately eight thousand eight hundred eighty dollars (U.S.D. \$8,880); however, it is impossible to establish an exact value of a Prize or predict values based on several conditions such as current market conditions and total number of Prize Recipients, which are subject to change.

### **c. Receiving the Prizes:**

- i. Team MVP Prize: On December 5, 2026, Sponsor will email the Release and a United States Form W9 ("W9") or Form W-8BEN ("W-8BEN") to the Team MVP Winners ("Team MVP Winner Notification") at their email addresses provided in their Entries. The Team MVP Winners must execute and return the Release and W9 or W-8BEN within five (5) business days of receiving the Team MVP Winner Notification to receive a Team MVP Prize. Contingent upon a Team MVP Winner's completion of the aforementioned procedures and Sponsor's receipt of a Team MVP Winner's completed Release and W9 or W-8BEN, Sponsor

will mail a Team MVP Prize to a Team MVP Winner at the address provided on his/her/their Release within thirty (30) calendar days following the expiration of the Contest Period.

- ii. Grand Prize: On December 5, 2026, Sponsor will email the Release and a W-9 or W-8BEN to the Ultimate MVP (“Ultimate MVP Notification”) at his/her/their email addresses provided in his/her/their Entry. The Ultimate MVP must execute and return the Release and W9 or W-8BEN within five (5) business days of receiving the Ultimate MVP Notification to receive the Grand Prize. Contingent upon the Ultimate MVP’s completion of the aforementioned procedures and Sponsor’s receipt of the Ultimate MVP’s completed Release and W9 or W-8BEN, Sponsor will mail all physical elements of the Grand Prize to the Ultimate MVP at the address provided on his/her/their Release within thirty (30) calendar days following the expiration of the Contest Period, and all digital elements of the Grand Prize will be provided to the Ultimate MVP electronically at a later time when they become available. The Stanley Cup Playoffs E-tickets will be available in May or June 2027 and electronically delivered to the Ultimate MVP within fifteen (15) days following the Stanley Cup Playoffs E-tickets’ availability.
- iii. Canadian Compliance: With respect to Canada, this Contest is open to legal residents of Canada. If a Canadian resident is selected as a Prize Recipient, he/she/they must first correctly answer a time-limited mathematical skill-testing question, which will be included in the Team MVP Winner Notification and/or Ultimate MVP Notification (if applicable), without mechanical or other aid to be declared and verified as a Prize Recipient. If a potential Prize Recipient fails to correctly answer the skill-test question, he/she/they will be disqualified, and another potential Prize Recipient may be selected. Sponsor reserves the right, in Sponsor’s sole discretion, to administer an alternate skill test as it deems appropriate or necessary.

d. Prize Disclaimers: Sponsor will not replace any lost, damaged, stolen, or undeliverable Prize or any element thereof, or any Prize that does not reach a Prize Recipient because of an incorrect or modified email or mailing address or other contact information. If a Prize Recipient does not accept his/her/their entire Prize, the Prize will be forfeited in its entirety, and Sponsor will have no further obligation with respect to the Prize or the Prize Recipient. If a Prize Recipient cannot be contacted as outlined herein, or if there is a return of any notification as undeliverable, then he/she/they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize). Sponsor is not responsible for any inability of any Prize Recipient to accept or use any Prize (or portion thereof) for any reason. No Prize substitutions or other consideration will be provided to a Prize Recipient, except in Sponsor’s sole discretion. Sponsor reserves the right and sole discretion to substitute the Prize or any portion thereof for comparable value of the Prize for any reason, including, without limitation, Prize unavailability. No more than the stated Prizes will be awarded. Any federal, state, provincial and local taxes, as well as any expenses, costs, travel fees or any other fees not specifically listed in these Rules as being provided as part of the Prize are the sole responsibility of a Prize Recipient. In the event that the Contest is canceled or rescheduled for any reason, Sponsor reserves the right and sole discretion to substitute the Prizes or any portion thereof for comparable values of the Prizes, for any reason including, without limitation, Prize unavailability or delays.

Further, if the 2027 Stanley Cup® Playoffs and/or any Bonus Game, is canceled or rescheduled for any reason, Sponsor reserves the right to provide an alternative Grand Prize consideration to the Ultimate MVP in Sponsor’s sole discretion. Ultimate MVP acknowledges and agrees that the Released Parties (defined below) are not responsible or liable in any way for the Ultimate MVP’s and his/her/their guest’s travel to and from or attendance at the 2027 Stanley Cup Playoffs and any Bonus Game, and Entrant hereby releases, indemnifies, defends, and holds harmless the Released Parties from all claims, damages,

liabilities, and costs, including, without limitation, attorneys' fees, arising out of or related to Ultimate MVP's and his/her/their guest's travel to and from and attendance at the 2027 Stanley Cup® Playoffs and any Bonus Game.

Ultimate MVP represents and warrants that the Ultimate MVP and his/her/their guest will abide by all applicable venue policies and game ticket terms and conditions. Sponsor reserves the right to revoke the full or partial Grand Prize from Ultimate MVP and/or his/her/their guest who Sponsor or venue personnel deem, in its or their sole discretion, may be intoxicated, be a safety or health risk, have violated any venue policy or law, or bring the Sponsor, the NHL Entities or their related entities into disrepute.

#### **10. LICENSE GRANTED:**

As a condition of entering into this Contest, each Entrant agrees to these Rules including, without limitation, this Section 10, and represents that they have the authority to grant and do grant the Grant of License. By entering the Contest, all Entrants agree to waive any and all moral rights that they may have in and to their Entry with respect to the uses contemplated herein. As a condition of entering the Contest, each Entrant hereby consents that Sponsor and its representatives, affiliates, related parties, licensors, and agents may obtain and deliver his/her/their name, mailing address, email address, and date of birth to third parties for the purpose of administering and marketing this Contest and complying with applicable laws, regulations and rules.

Information provided by all Entrants will be used as stated herein, and for purpose of this Contest, in accordance with the Privacy Policy and WIT's Privacy Policy. By entering this Contest, 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:**

Each Entrant agrees to release, discharge, indemnify, defend, and hold harmless the Released Parties against any and all claims, liabilities, suits, cause of actions, losses, damages, disbursements, costs, and expenses (including, without limitation, attorneys' fees) brought by or on behalf of a third party against any of the Released Parties arising out of, related to, or connected with (a) a breach of Entrant's representations, warranties, covenants, or obligations of these Rules, and/or (b) the Attributes, Entrant Release, Release (if applicable), Contest, Entry (including, without limitation, Entrant's Images and Statement), the Prizes (including, without limitation, the misuse, transfer, sale, and assignment of a Prize and, if the Ultimate MVP, his/her/their and his/her/their guest's travel to and from or attendance at the 2027 Stanley Cup® Playoffs and any Bonus Game) and any other consideration Entrant receives or expenses Entrant incurs regarding or related to the Contest. In the event of such defense, Entrant shall give Sponsor or the Released Parties full authority to control the defense and all aspects relating to the defense thereof through lawyers of Sponsor's or Released Parties' own choosing, including, but not limited to, the right to compromise and enter into any settlement of all claims and Entrant shall not make any admissions or have any authority to bind or obligate the Released Parties in any way or manner whatsoever without their prior written consent. Any compromise or settlement of any claim that requires any payment or requires any action or activity (or the cessation or any action or activity) by any of the Released Parties shall require the Sponsor's express written consent to such terms and conditions.

#### **12. RIGHTS RESERVED:**

Sponsor reserves the right, in its sole discretion, to disqualify from the Contest and/or remove from the Contest Website, or elsewhere, any Entry or any part thereof that refers, depicts, or in any way reflects negatively upon a Released Party, the Contest, Contest Website, a Prize, another Entrant, or any other person or entity or does not comply with these requirements or these Rules.

The Released Parties are not responsible for legal protection or clearance of the Entries in any form. Sponsor reserves the right to request evidence of permission or ownership of the Images, and further reserves the right and sole discretion to disqualify any Entries it deems infringing or inappropriate in any form. Except where expressly prohibited by law, once submitted, all Entries will become part of the Contest and may not be removed by or returned to Entrant, even if Entrant withdraws from the Contest.

### **13. PRIZE CONDITIONS:**

a. **Prize Release:** By accepting a Prize, each Prize Recipient agrees to forever release and hold harmless 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 Contest, Contest Website, Entry (including, without limitation, Images and Statements), a Prize (including, without limitation, acceptance, receipt, or use or misuse of a Prize and, if applicable as the Ultimate MVP, his/her/their and his/her/their guest's travel to and from or attendance at the 2027 Stanley Cup Playoffs and any Bonus Game), and any other consideration Entrant receives or expenses Entrant incurs regarding or related to the Contest. The Ultimate MVP acknowledges and agrees Sponsor is not responsible to pay for any travel, incidental, or other costs, fees, or expenses associated with the Grand Prize, the 2027 Stanley Cup Playoffs and any Bonus Game, or this Contest that is not specifically included in the Grand Prize as described above including, without limitation, Ultimate MVP's and his/her/their guest's travel to and from or attendance at the 2027 Stanley Cup Playoffs and any Bonus Game. Prize Recipients acknowledge and agree that his/her/their participation in the Contest, eligibility to receive, and/or receipt of a Prize is contingent upon his/her/their full compliance with the Rules and conditions herein. Prize Recipients further acknowledge and agree he/she/they are not entitled to any other consideration related to the use of his/her/their Attributes, Statement, or Image(s) in and on any and all related products, packaging, solicitations, websites, social media, and advertisements. The Prizes are subject to prior verification of eligibility, as well as compliance with these Rules. The Prizes may not be transferred, assigned or redeemed for cash, except at the sole discretion of Sponsor. If legitimately claimed, a Prize will be awarded.

b. **Tax Implications:** If a Prize Recipient is a resident of the USA, the value of a Prize is taxable as income and a United States Form 1099 ("1099") will be filed in the name of the Prize Recipient for the estimated value of said Prize, as determined by Sponsor in its sole discretion. Sponsor may request additional information from each Prize Recipient to submit the 1099 and each Prize Recipient must provide such information within five (5) business days from the date of Sponsor's request to receive a Prize. A Prize Recipient is solely responsible for all matters relating to or arising from a Prize after it is awarded. A Prize Recipient shall be disqualified and, in Sponsor's sole discretion, an alternate Prize Recipient may be selected if (i) a Prize or the Ultimate MVP Notification and Team MVP Winner Notification is returned as unclaimed or undeliverable to a Prize Recipient, and such Prize Recipient cannot be reached via email three (3) business days from the first notification attempt; (ii) a Prize Recipient fails to return requisite document(s) provided and/or requested by Sponsor following the Sponsor's notification and within the specified time period; and/or (iii) if a Prize Recipient does not fully comply with these Rules.

### **14. FORCE MAJEURE:**

If for any reason the operation or administration of this Contest or Contest Website 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) an event outside of Sponsor's control which includes, but is not limited to, "acts of God," fires, strikes, labor disputes, pandemics, epidemics, quarantines, accidents, embargoes, riots, floods, earthquakes or other natural disasters, wars or governmental actions (each a "Force Majeure Event"), (e) technical or production failures, or (f) any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or issue a Prize in full, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without

notice and to modify and/or award a Prize using all eligible Entries received as of, or prior to cancellation, termination, modification, or suspension date, or in any manner that 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 Contest, or (z) acting in violation of these Rules or in any manner that's disruptive to or contrary to the spirit of the Contest. If Sponsor cannot commence or complete the performance of its obligations or exercise its rights hereunder due to an occurrence of an event listed in subsections (a) through (f), Sponsor may, in its sole discretion and without penalty, cancel the Contest or suspend the Contest Period hereunder during such time in which Sponsor is unable to commence or complete performance of its obligations, or receive the benefits herein due to an occurrence of an event listed in subsections (a) through (f).

#### **15. EQUITABLE REMEDIES:**

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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 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.

#### **16. RELEASE AND LIMITATIONS OF LIABILITY:**

To the full extent permitted by law, by participating in the Contest, Entrants agree to release and hold harmless Sponsor, Licensors, the NHL Entities, 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, related to, or in connection with an Entry, Contest Website, the Contest, the Rules, WIT's Terms and Conditions, Privacy Policy, WIT's Privacy Policy, 2027 Stanley Cup Playoffs, a Prize (including, without limitation, acceptance, receipt, or use or misuse of a Prize and, if applicable as the Ultimate MVP, his/her/their and his/her/their guest's travel to and from or attendance at the 2027 Stanley Cup Playoffs and any Bonus Game), and any other consideration Entrant receives or expenses Entrant incurs regarding or related to the Contest. Without limiting the foregoing, Entrants agree to release, indemnify, 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 using a Prize including, without limitation, accessing the Contest Website or prevent an individual from voting in the Contest; (b) unauthorized human intervention in the Contest; (c) printing or production errors; (d) Contest 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 Contest or receipt or use of a Prize including, without limitation, travel to and from or attendance at the 2027 Stanley Cup® Playoffs and any Bonus Game; (f) Entrant's participation in the Contest or feature on the Contest Website or the Released Parties' social media accounts; or (g) inability to download or use the Stanley Cup® Playoffs E-tickets and Bonus Game electronic tickets. Entrant acknowledges and agrees the Released Parties assume no responsibility 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 email or Entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at 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 Contest or downloading any materials in this Contest.

ENTRANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY WILL BE LIMITED TO ENTRANT'S ACTUAL COST, NOT TO EXCEED A TOTAL AMOUNT OF FIVE DOLLARS (\$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 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 CONTEST OR THE PRIZES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE CONTEST OR THE PRIZES, AND SPONSOR 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.

**17. USE OF DATA:**

All information submitted by Entrants will be collected, stored, and used for Contest administration purposes and in accordance with the Privacy Policy and WIT's Privacy Policy. By participating in the Contest and providing any personal information, Entrants hereby agree to Sponsor's collection and use of such information and acknowledge that he/she/they read, understands, accepts, and agrees to the Privacy Policy and WIT's Privacy Policy.

**18. CLASS ACTION WAIVER:**

To the fullest extent permitted by law, by entering the Contest, Entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Entry, Rules, WIT's Terms and Conditions, Privacy Policy, WIT's Privacy Policy, Contest, Contest Website, and a 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 and participate in the Contest, and shall, in no event, include 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 Entry, Rules, WIT's Terms and Conditions, Privacy Policy, WIT's Privacy Policy, Contest, Contest Website, and a Prize 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. 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.

**19. ARBITRATION:**

a. **Arbitration Provision:** Except as specifically excluded herein, Entrant and Sponsor (for the purposes of this section, collectively the "Parties" and individually, a "Party") agree that any dispute, controversy, or claim ("Dispute") arising out of, related to, or having any relationship or connection whatsoever to the Released Parties, Prizes, Contest, Entry, Contest Website, 2027 Stanley Cup Playoffs, WIT's Terms and

Conditions, Privacy Policy, WIT's Privacy Policy, and/or these Rules; 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 exclusively resolved by binding arbitration in San Diego, California. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and held before a sole arbitrator. The arbitration shall be binding with no right of appeal. The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules (presently available at <https://www.adrservices.com/wp-content/uploads/2024/10/ADR-ARBITRATION-RULES-FINAL-10-7-24-website.pdf>). The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding Party. The Arbitration Demand Form can be found here: <https://ams.adrservices.com/inquiries/create/demand/>. Upon receipt of the demand for arbitration, ADR Services will send a "Commencement Letter" acknowledging receipt of the demand. The responding Party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all allegations of the demand shall be deemed denied. The Parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration was filed. If the Parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, Paragraph 12. The costs of arbitration, including the arbitrator's fees, shall be borne equally by the Parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the Parties. The Parties to this agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof. 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's 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 THIS AGREEMENT, 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 personal jurisdiction and venue in such courts.

## **20. ENFORCEABILITY:**

The invalidity or unenforceability of any provision of these Rules, Contest, Release, or Entrant Release 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. In case of any discrepancy between the French and English versions of the Rules, the English version shall prevail.

## **21. PRIZE RECIPIENTS AND RULES:**

To request confirmation of the Prize Recipients, please email a written request to [mymvp@upperdeck.com](mailto:mymvp@upperdeck.com) with the subject line "2026-27 NHL MY MVP Program Contest" within thirty (30) days following the expiration of the Contest Period.

WIT CONTESTS: The Contest is in no way sponsored, endorsed or administered by WIT Contests. By participating in this Contest, Entrants fully and irrevocably release WIT Contests from any and all liability in connection with this Contest.

NHL: The Contest is in no way sponsored, endorsed, or administered by the NHL Entities. By participating in this Contest, Entrants fully and irrevocably release the NHL Entities from any and all liability in connection with this Contest.

UDC is the sole sponsor and administrator of this Contest. By participating in this Contest, Entrants fully and irrevocably release all UDC's affiliates from any and all liability in connection with this Contest.

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## **22. LIMITATION OF ACTIONS:**

Any legal proceedings against Released Parties regarding or related to Sponsor, Contest Website, Prizes, Rules, WIT's Terms and Conditions, Privacy Policy, WIT's Privacy Policy, or the Contest must be commenced by or on behalf of an Entrant within two (2) years after the expiration of the applicable Contest Period.

## **23. CONSTRUCTION:**

These Rules including, without limitation, the Release and Entrant Release, shall not be construed against any party on the grounds that such party drafted these Rules or caused it to be drafted.