

2017 UPPER DECK GRANDEUR GOLD COIN

SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. WINNER MAY BE REQUIRED TO RESPOND TO THE WINNER NOTIFICATION AND/OR COMPLETE AND EXECUTE A RELEASE AND PRIZE ACCEPTANCE AGREEMENT AND ANY OTHER LEGAL DOCUMENTS WITHIN THE TIME FRAME REQUIRED BY SPONSOR OR PRIZE MAY BE FORFEITED (IN SPONSOR'S SOLE DISCRETION).

BY ENTERING THIS CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. EXCLUDING QUEBEC: WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. NAME OF CONTEST:

2017 Upper Deck Grandeur Gold Coin Sweepstakes

2. SPONSOR:

This Sweepstakes is sponsored by The Upper Deck Company, 2251 Rutherford Rd., Carlsbad, CA 92008 (“UDC” or “**Upper Deck**”) and by Canadian Imperial Bank of Commerce (“**CIBC**”) (UDC and CIBC together referred to herein as the “**Sponsor**”). The National Hockey League Players Association (“**NHLPA**”) is neither a sponsor nor administrator of the Contest.

3. SWEEPSTAKES PERIOD:

The Sweepstakes begins at 12:01 a.m. Pacific Standard Time (“**PST**”) on April 5, 2017 and ends at 11:59 p.m. PST on November 5, 2018 (“**Sweepstakes Period**”) or while supplies last. Upper Deck's database computer is the official time-keeping device for the Sweepstakes.

4. ELIGIBILITY:

The 2017 Upper Deck Grandeur Gold Coin Sweepstakes (the “**Sweepstakes**”) is open and offered only to legal residents of the 50 United States (including D.C. but excluding Puerto Rico, New York, Rhode Island and Florida) and the provinces and territories of Canada 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. Employees, representatives and agents of

Upper Deck, CIBC, the NHLPA, authorized third party distributors and retailers, and their respective immediate families (parent, child, sibling or spouse) and/or household members and any other persons or entities associated with this promotion are ineligible to enter or win. Void where prohibited by law.

5. AGREEMENT TO OFFICIAL RULES:

By participating, entrants agree to abide by and be bound by these rules (the “**Official Rules**”) and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

6. CONTEST OVERVIEW:

Sponsor is producing a minimum of one hundred and thirty thousand (130,000) silver coins (the “**Silver Coins**”) as well as two thousand (2,000) gold coins (each a “**Gold Coin**” and collectively the “**Gold Coins**”) for the purposes of this Sweepstakes. Sponsor is placing the Silver Coins in two types of sealed commemorative containers (“**Containers**” or a “**Container**”): (i) four-coin Containers will either contain four Silver Coins or, if a Prize Container, will contain three Silver Coins and one product insert indicating that the recipient is the potential winner of a Gold Coin, and (ii) one-coin Containers will either contain one Silver Coin or one product insert indicating that the recipient is the potential winner of a Gold Coin. Notwithstanding, if such recipient is purchasing the one-coin Container on www.upperdeckepack.com (the “**e-Pack Site**”), if the recipient is a winner, the recipient shall receive the Gold Coin on the e-Pack Website after completing the math skill-testing question, if you are a legal resident of Canada, agreeing to the Release, and completing other requirements identified on the e-Pack Site. Sponsor will be producing a total of one thousand (1,000) four-coin Containers and a total of one hundred twenty eight thousand (128,000) one-coin Containers.

Sponsor is holding back thirty four (34) Gold Coins as Prizes, as defined herein, to be awarded to the winners of the mail-in entry drawings. The Containers are offered for purchase through the e-Pack Site as well as in various locations throughout Canada and the United States.

7. PRIZES:

There are two thousand (2,000) prizes (“**Prizes**” and each a “**Prize**”). Each Prize consists of one gold coin (containing one quarter ($\frac{1}{4}$) of an ounce of gold) displaying a hockey player on the front of the coin (each a “**Gold Coin**”). The minimum retail value of a Prize (namely $\frac{1}{4}$ ounce of gold) is USD \$346 (determined as of February 2, 2017, but will

fluctuate depending on the international market for gold and market value as a collectible and accruing to the coin as a result of the added image of a particular hockey player and other collectability factors. Sponsor reserves the right to substitute a Prize with another of comparable or greater value.

8. ODDS: Odds of winning a Prize are 1:66 if you purchase a Container. Odds of winning a Prize if you enter by mail will depend on the number of eligible entries received, but are no worse than 1:66.

9. WAYS TO ENTER:

Entry methods are as follows (while supplies last):

1. Buy a Container on the ePack Website. Follow the instructions provided. Prior to purchasing a Container, you will have to complete the math skill-testing question, if you are a legal resident of Canada, agree to the Release and complete other requirements per the ePack Website. Once you have paid for and opened the virtual Container and completed such requirements, the e-Pack Site will disclose whether the Container includes a Prize. If the Container does not contain a Prize, you may elect to have the coin shipped to you according to regular procedure identified on the e-Pack Site. If a Container does contain a Prize, the Prize will appear in your ePack collection, and you may elect to have the Prize shipped to you according to regular procedure identified on the e-Pack Site.

2. Buy a Container at one of the locations listed on www.grandeurcoins.com (“Website”) (including, without limitation, www.cibc.com/UpperDeck and all CIBC Banking Centres) or any authorized third party distributor or retailer. Once you have paid for and opened the Container, you will see whether there is an insert in the Container stating that you are the potential winner of a Prize. If you are a potential winner, go to the Website and then follow the instructions provided in order to be confirmed as a winner, including agreeing to the Release, and answering a skill-testing question if you are a legal resident of Canada.

3. To enter without purchase: Hand print your name, e-mail, complete mailing address with zip code or, if Canadian, postal code (no PO Box numbers accepted), date of birth and day/evening telephone numbers with area code, and email address on a piece of paper and mail to: 2017 Grandeur Collectible Coin Product Sweepstakes COMC Consignment 4311 Canada Way Burnaby, BC V5G 4J9. At the end of the Sweepstakes Period, thirty-four (34) potential winners will be randomly selected from all of the mail-in entries received by Sponsor during the Sweepstakes Period. No copies or mechanical

reproductions accepted. Only mail-in entrants who win a Prize will be notified. If you are located in Puerto Rico, New York, Florida, or Rhode Island you cannot win a Prize. Proof of mailing of an entry is not considered proof of delivery to or receipt by Sponsor of an entry. Sponsor is not responsible for lost mail-in entries. In order to be eligible for the draw for the winners, entries must be received by no later than November 5, 2018. The draw will be conducted on November 9, 2018 at 12 noon PST at 4311 Canada Way Burnaby, BC V5G 4J9 and selected entrants will be notified by email. Any entrants who do not have an email or do not provide an email will be notified by telephone.

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 or returned. Sponsor will deliver Prizes to Winners using the mailing address provided by the applicable Winner.

Sponsor reserves the right and sole discretion to substitute a stated prize with another prize of equal or greater value for any reason, including, without limitation, prize unavailability. Prices of collectibles are affected by changing supply and demand, by local market conditions, by the unpredictability of sports and other factors. It is impossible to establish the exact value of the Prizes or predict price movements based on these conditions. The awarding of Prizes is subject to prior verification of eligibility, as well as compliance with these Official Rules. Winner may not transfer a Prize to another person. If legitimately claimed, a Prize will be awarded. Sponsor will not replace any lost, mutilated or stolen Prize or any Prize that is undeliverable or does not reach the winner because of an incorrect or changed address or other contact information. If a winner does not accept a Prize, the unaccepted Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or the winner. Sponsor is not responsible for the inability of any Winner to accept or use any Prize for any reason. No transfers, Prize substitutions or cash redemptions will be made, except at Sponsor's sole discretion. No more than the stated number of Prizes will be awarded. Any federal, state, provincial or local taxes payable, as well as any expenses costs or fees not specifically listed in these Official Rules as being provided as part of the Prize, are the sole responsibility of the Winner.

10. PRIZE CONDITIONS:

By accepting a Prize, the Winner agrees to release and hold harmless the Released Parties (as defined below) and each of their related companies, and each of their respective

officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize in question. Each potential mail-in winner will be notified by email. In order to claim a Prize, a potential winner must agree to the release, indemnity and consent (the "Release") found on the Website. Winners who are residents of the United States must note that the value of the accepted prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. Sponsor may request additional information from the Winner to submit the IRS Form 1099 and the Winner must promptly provide such information in order to receive the Prize. The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or prize notification is returned as unclaimed or undeliverable to the potential winner, if a potential winner cannot be reached via email three (3) business days from the first notification attempt, or if a potential winner fails to return requisite document(s) within the specified time period, or if potential winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate winner may be selected.

Legal residents of Canada only: In order to be declared a Winner, the potential winner must first correctly answer a mathematical skill-testing question which will be posted on the Website. If the potential winner fails to correctly answer the question, he/she will be disqualified and another potential winner will be randomly selected. The potential winner who has applied on-line and who correctly answers the math skill-testing question will be notified by email at Sponsors' discretion using the contact information provided at the time of entry. The Sponsor reserves the right, in Sponsor's sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary.

11. 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, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical or production failures, 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, subject only to the *Régie des alcools des courses et des jeux* with respect to legal residents of Quebec, Sponsor reserves the right at 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 Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official

Rules. Sponsor reserves the right, at Sponsor's sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes, the e-Pack Site, or the Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

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

12. RELEASE AND LIMITATIONS OF LIABILITY:

To the full extent permitted by law, by participating in the Sweepstakes, entrants agree to release and hold harmless UDC, CIBC, the NHLPA, and their respective parent companies, employees, officers, directors, volunteers, members, subsidiaries, affiliates, distributors, sales representatives, officers, employees, agents, advertising and promotional agencies (collectively, the "**Released Parties**") from and against any claim, action, injury, loss, damage or cause of action arising out of or relating to participation in the Sweepstakes, acceptance or receipt of any prize, use or misuse of any prize, or participation in any prize-related activity, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing or production errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (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 any prize. 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 e-mail 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 participant'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 the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. ENTRANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT, OR INDIRECT DAMAGES. ENTRANTS AGREE 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, RELATIVE TO THE SWEEPSTAKES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SWEEPSTAKES, THE PRIZES, OR ITS WEBSITES AND SPONSOR SHALL NOT BE 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.

13. GENERAL:

By accepting a Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time the Prize winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS PROFIT, CLAIMS OF THIRD PARTIES, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF OR RELATED TO PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO ENTRANTS.

14. USE OF DATA:

All information submitted by entrants will be collected, stored and used according to the privacy policy, available at <http://www.grandeurcoins.com/Privacy-Policy.aspx> (the "Privacy Policy"). By participating in the Sweepstakes and providing any personal contact information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the Privacy Policy.

15. DISPUTES:

To the full extent permitted by law, by entering the Sweepstakes, entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives 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, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the County of San Diego, State of California, United States. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of San Diego, California, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official 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 Official 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.

Any claim, dispute, or controversy ("**Claim**") arising out of or relating to this Sweepstakes 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 plaintiff, or similar proceeding ("**Class Action**"). Sweepstakes participants expressly waive any ability to maintain any Class Action in any forum. Claims may not be

combined or aggregated based on similar claims or conduct any Class Action nor make an award to any person or entity not a party to the action. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. ENTRANT UNDERSTANDS THAT HE/SHE WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

16. WINNERS LIST REQUEST:

To request confirmation of the name, city and state / province of residence of the Winners, please send such request to 2017 Grandeur Collectible Coin Product Sweepstakes COMC Consignment 4311 Canada Way Burnaby, BC V5G 4J9 Canada with the subject line “2017 Upper Deck Grandeur Gold Coin Sweepstakes”.

17. LEGAL RESIDENTS OF QUEBEC ONLY

Any dispute regarding the organization of a promotional contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute regarding the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

Document comparison by Workshare Compare on Monday, March 13, 2017
1:23:10 PM

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Document 2 ID	interwovenSite://MTDMS.MILLERTHOMSON.CORP/Legal/23110532/3
Description	#23110532v3<Legal> - Upper Deck Coins Promotion Full Rules - March 6 17
Rendering set	Standard

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Insertion	
Deletion	
Moved from	
Moved to	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

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Total changes	3
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