

2017 UPPER DECK GRANDEUR GOLD COIN CONTEST

RELEASE, INDEMNITY AND CONSENT TO PUBLICITY

THIS IS AN ABSOLUTE AND UNCONDITIONAL WAIVER AND RELEASE. PLEASE READ IT CAREFULLY BEFORE SIGNING (WHETHER MANUALLY OR ELECTRONICALLY). BY SIGNING YOU ACKNOWLEDGE THAT YOU HAVE READ THE CONTENTS AND AGREE TO BE BOUND BY ALL OF THE TERMS SET OUT BELOW.

I hereby accept the prize awarded to me (the “**Prize**”) in the “2017 UPPER DECK GRANDEUR GOLD COIN CONTEST” (the “**Contest**”).

In consideration of my winning and receiving the Prize, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby fully release and forever discharge The Upper Deck Company and the Canadian Imperial Bank of Commerce (together referred to as the “**Sponsors**” and each as a “**Sponsor**”), each of their parent companies, subsidiaries, affiliates, and franchisees, and their respective officers, directors, employees and agents (collectively, the “**Releasees**”) from and against any and all losses, damages, actions, claims, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability and property damages, which I and/or my heirs, executors, administrators or next-of-kin may now or hereafter have against the Releasees, or any one of them, arising out of or in any way related to the Prize or the Contest, including my acceptance of or participation therein, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.

Further, in consideration of receiving the Prize in the Contest, I also agree to indemnify and hold harmless the Releasees, and each of them, from and against any and all losses, damages, actions, claims, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability, property damages, and legal fees and expenses for litigation and settlement, which any other party may have against me and/or the Releasees, or any one of them, arising out of or in any way related to the Prize or the Contest, including my acceptance of or participation therein, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees. I agree that I shall not make any claim or take any proceedings against any person with respect to any matter which may have arisen or may arise in connection with the Prize or the Contest and in which a claim could arise against the Releasees for contribution or indemnity or other relief.

I understand that California law includes Civil Code section 1542 which says that releases do not apply to certain unknown claims. Specifically, Section 1542 of the California Civil Code states as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

With full awareness and understanding of the above provision, I hereby waive any rights I may have under Section 1542, as well as under any other statutes or common law principles of similar effect. I intend to, and hereby do, release the Releasees from claims which I do not presently know or suspect to exist at this time.

I acknowledge that none of the Releasees has offered any representation, warranty or guarantee of any nature or kind whatsoever respecting any aspect of the Prize or the Contest.

I authorize Sponsors and those acting pursuant to the authority of Sponsor and the Releasees (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 my 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 beyond the awarding of the prize.

I hereby represent, declare and warrant that:

1. On the date of my entry into the Contest, I had reached the age of majority in the jurisdiction in which I reside and was at least (eighteen) 18 years old;
2. Neither I nor any member of my immediate family is an employee, representative or agent of either Sponsor, either of the Sponsor’s affiliated companies or agents, their respective advertising or promotional agencies, its media sponsors, the National Hockey League Players Association or any third parties engaged by either Sponsor to assist in administering the Contest; and
3. I have read, understand and have complied with, and remain in compliance with, the Contest Rules.
4. Legal residents of Canada only: I confirm that I completed the skill-testing question as required without assistance of any kind, whether mechanical or otherwise.

All of the foregoing shall enure to the benefit of and be binding upon any successors, assigns, heirs, administrators and executors of the parties named herein, as the case may be.