The Upper Deck Company Bounty Terms and Conditions of Use

Date last modified: March 27, 2026

1. **Acceptance.** The Upper Deck Company Bounty website http://www.UpperDeckBounty.com, any downloadable material through the website, achievement cards earned through The Upper Deck Bounty program, and all information, content, material, and related services contained within (collectively, "Bounty") are provided by The Upper Deck Company, a Nevada corporation ("Upper Deck"), located at 2081 Faraday Avenue, Carlsbad, California 92008. Bounty is available for your use, as described herein, subject to your compliance with The Upper Deck Company Bounty Terms and Conditions of Use (the "Agreement"). Please read this Agreement carefully before using Bounty. Your information that you may provide at other times during your use of Bounty, is subject to The Upper Deck Company Bounty Privacy Policy ("Privacy Policy") (available at http:// www.UpperDeckBounty.com), which is incorporated herein and by reference into these terms.

Bounty is intended for the use of adults 18 years and the age of majority in his/her/their jurisdiction of residence. If you are under the age of 18 and not the age of majority in your jurisdiction of residence, you are not permitted to use Bounty. By using Bounty, you certify that you are at least 18 years of age and the age of majority in your jurisdiction of residence. You agree to provide us with accurate information concerning your age or identity upon registration. You also agree not to assist minors under the age of 18 and who are not the age of majority in his/her/their jurisdiction of residence in accessing Bounty.

Anyone wishing to use or access Bounty must register for his/her/their own Upper Deck account. Accounts are non-assignable and non-transferable. You may not allow others to use or access your account. If you allow others to use or access your account, you are solely responsible for any and all of their activity on your account.

From time to time, Upper Deck may update and modify the terms of this Agreement as necessary and in its sole discretion. Your continued use of Bounty indicates your full and binding acceptance of this Agreement in its then current form. If you do not agree to accept and be bound by the terms and conditions of this Agreement, do not visit Bounty or participate in Bounty achievements, and promptly cease use of the Bounty website.

2. **Achievements.** Bounty is an interactive way for collectors to timely complete challenges offered by Upper Deck in order to earn achievement cards ("Achievement Cards"). Upper Deck will announce various Bounty challenges on specific products throughout the year via the Bounty website and the terms of each Bounty challenge will determine your ability to earn Achievement Cards together with this Agreement and the Privacy Policy. Multiple Achievement Cards may be offered for certain products, in Upper Deck's sole discretion. You must carefully decide whether to chase the Bounty and scratch off the back of the applicable card to reveal the special Achievement Card code, or to leave the card unscratched so the card(s) can still potentially be resold or traded without issue. Each Bounty is different, and Achievement Cards are available while supplies last and Upper Deck does not retain any liability where the Achievement Cards are out of stock or the Bounty ends. For all Bounty products released prior to July 7, 2025, all outstanding Bounty achievements must be redeemed by July 6, 2030. For all applicable Bounty products that release on or after July 7, 2025, all achievements must be redeemed within 5 years from December 31 of the copyright year printed on the applicable product's packaging.

Once the code on an Achievement Card has been scratched it is considered redeemed. The code on an Achievement Card cannot be transferred or traded to any third party. Scratching off the code on the back of the Achievement Card may adversely affect the condition and/or secondary market value of the Achievement Card. Upper Deck is not responsible for and will not replace Achievement Cards that have been scratched, damaged, redeemed, or otherwise reduced in value.

3. **License.** Subject to your agreement and continuing compliance with this Agreement, and any other relevant Upper Deck policies, Upper Deck grants you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use Bounty on your computer, mobile, tablet, or desktop device for redeeming Achievement Cards, completing challenges, and participating in the Bounty program on the Bounty website .

You agree not to use Bounty for any other purpose. Please be aware that this license only grants you permission to access and use Bounty and its features; it does not grant or transfer any title of ownership to you. Any sale, transfer, or attempted sale or transfer, of your Bounty account or Achievement Card code is a material breach and violation of the license and the terms of this Agreement.

Upper Deck reserves the right to change, suspend, or discontinue Bounty and/or the availability of any Achievement Card or any feature or content, for any reason, at any time, with or without notice, and without liability to you or any third party, except as may be otherwise provided in this agreement. Upper Deck may also impose limits on certain features and services or restrict your access to parts or all of Bounty without notice or liability.

4. **Restrictions on Use.** You agree that you will NOT:

A. Misuse Bounty;

B. Impersonate any other individual or entity, or otherwise misrepresent your affiliation with another person or entity, in connection with your use of Bounty or redemption of Achievement Cards;

C. Harvest or otherwise collect information about users without their knowledge or consent;

D. Engage in any fraudulent and/or misleading conduct, knowingly provide inaccurate, misleading, or false information regarding a transaction on Bounty;

E. Sell or transfer your account or any Achievement Card code to anyone;

F. Violate any applicable federal, state, local, and international laws or regulations;

G. Make available, distribute, upload, copy, and/or share any video, photos, downloads, or other content provided by Upper Deck or through Bounty, or any reproduction of such content, to any other website, app, streaming technology, peer-to-peer software, through text messaging or email, or any other unauthorized distribution channels unless expressly authorized to do so by Upper Deck;

H. Use any meta tags or any other hidden text containing Upper Deck's, or any of its affiliates' (including third party licensors), name or trademarks;

I. Decipher, decompile, disassemble, or reverse engineer any of the software comprising, or in any way making up, any part of Bounty;

J. Access any Achievement Card code or content not intended for your use or log onto a server or account that you are not authorized to access;

K. Probe, scan, or test the vulnerability of a system network or breach security or authentication measures without proper authorization;

L. Interfere with Bounty servers or networks connected to Bounty, or disobey any requirements of networks connected to Bounty;

M. Advertise, publish, or announce your Achievement Card code, including, without limitation, via social media; and

N. Transfer or trade any Achievement Card code once that code has been redeemed.

Violation of the above restrictions, or any attempts to violate the restrictions, may result in the immediate termination or suspension of your account(s). Additionally, any violation of the above restrictions on access or security may result in the forfeiture of your right to claim any Achievement Cards associated with your account. All determinations will be made by Upper Deck in its sole discretion, on a case-by-case basis, taking into consideration the severity of the violation or attempted violation. The above restrictions are not intended to be exhaustive. Upper Deck reserves the right, in its sole discretion, to determine what conduct it considers inappropriate use of Bounty and to take such measures as it sees fit, including, but not limited to, removing or suspending accounts. Upper Deck also reserves the right to add to or amend this list of restrictions at any time.

If you believe your account has been compromised and used in violation of any of the above restrictions, or if you

believe any user has violated the above restrictions, please contact Upper Deck immediately as provided in Section 20 herein.

5. **Shipping.** If you choose to ship an Achievement Card, the Achievement Card will be mailed to you, on average, within 1 to 4 weeks, from the completion of a Bounty challenge by redeeming the requisite codes. Shipment and arrival dates are not guaranteed and may vary. You are not responsible to pay for the shipment of an Achievement Card.

   Upper Deck is not liable for any shipping disruption, or delay. Upper Deck may, but is not obligated to, attempt to notify you if there is any shipping disruption. Upper Deck is not responsible for any loss or damage incurred during the shipment of the Achievement Card(s).

6. **Return Policy.** Achievement Cards may not be returned or exchanged. If you believe the Achievement Card code is damaged, stop scratching immediately and email Upper Deck's Bounty team at Bounty@upperdeck.com. Please include an image or scan of the card. Upper Deck will attempt to assist you in determining these codes. Unfortunately, Achievement Cards codes that have been redeemed or destroyed cannot be replaced and are not valid to participate in the Bounty. Upper Deck is not responsible for and will not replace Achievement Cards that have been scratched, damaged, redeemed, or otherwise reduced in value. If you received a damaged Achievement Card believed to contain factory damage, you may return the Achievement Card to Upper Deck so long as the code on the back of the Achievement Card has not been scratched. Please keep all packaging related to the Achievement Card and your receipt and email our Bounty team at Bounty@upperdeck.com for assistance.

7. **Termination.** Upper Deck may terminate or suspend indefinitely Bounty and any or all of its functions, any and all related services, and any registered account immediately, without prior notice or liability, for any reason including, without limitation, if you breach any terms and conditions of this Agreement. As noted above in Section 4, any violation or attempt to violate this Agreement may result in the immediate termination of your Bounty account, to be determined by Upper Deck in its sole discretion on a case-by-case basis in addition to and without waiving any other legal or equitable remedies available to Upper Deck. The consequences of such termination and any action affecting your account shall also be determined by Upper Deck in its sole discretion, taking into consideration the severity of the violation or attempted violation. Upon termination of your account by Upper Deck, your right to use Bounty and related services will immediately cease.

   All provisions of this Agreement which by their nature should survive termination, shall survive termination, including, without limitation, warranty disclaimers, limitation of liability, and indemnity.

8. **Proprietary and Intellectual Property Rights.** All Bounty material, including, but not limited to, text, data, graphics, logos, button icons, images, audio clips, video clips, links, digital downloads, data compilations, and software and any derivatives, modifications, and improvements thereof are owned by, controlled by, licensed to, or used with permission by Upper Deck and is and may be protected by patent, copyright, trademark, and other intellectual property rights. The Bounty material is made available solely for your personal, non-commercial use and may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by email or other electronic means, without the express prior written consent of Upper Deck in each instance. You may download material that is intentionally made available for downloading through Bounty solely for your use as permitted herein, provided that you keep intact any and all patent, copyright, trademark, and other proprietary notices that may appear on such materials and that you continue to comply with all terms of this Agreement with respect to the additional material.

   The availability of an Achievement Card is strictly contingent upon Upper Deck obtaining and maintaining relevant licenses with certain third-party licensors. If Upper Deck does not obtain or maintain such requisite licenses at any time and for any reason, Upper Deck may, in its sole discretion, discontinue the affected Achievement Card.

   Nothing contained in Bounty shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the material or content displayed on Bounty, including any intellectual property, without the written permission of Upper Deck or any third party that may own or license the material or content. Any misuse of the material and content on Bounty is strictly prohibited. Upper Deck will aggressively enforce its intellectual property rights to the fullest extent of the law, including seeking criminal prosecution.

9. **DMCA Notice of Copyright Infringement.** The Digital Millennium Copyright Act ("DMCA") provides a mechanism for notifying service providers of claims of unauthorized use of copyrighted materials. Under the DMCA, a claim must be sent to the service provider's designated agent. If you believe in good faith that Upper Deck should be notified of a possible online copyright infringement involving Bounty, please provide written

notification to Upper Deck's designated agent:

The Upper Deck Company
2081 Faraday Avenue
Carlsbad, CA 92008
Attn: General Counsel
Email: contracts@upperdeck.com

Please be aware that, in order for notice to be effective, your notice of claim must comply with the detailed requirements set forth in the DMCA. To meet the notice requirements under the DMCA, the notification must be a written communication and must include the following:

A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

B. Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works is covered by a single notification, a representative list of multiple works;

C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Upper Deck to locate the material;

D. Information reasonable sufficient to permit Upper Deck to contact the complaining party (e.g., complaining party's address, phone number, email address, etc.);

E. A statement that the complaining party has a good faith belief that the use of the material in dispute is not authorized by the copyright owner, its agent, or the law; and

F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You are encouraged to review the DMCA requirements (see 17 U.S.C. §512(c)(3)) before submitting such notice. Failure to comply with DMCA requirements may result in a dismissal of such claim.

10. **Disclaimers.** BOUNTY, ANY ACHIEVEMENT CARD, AND THE CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN BOUNTY, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS. SUBJECT TO SECTION 6 HEREIN, UPPER DECK IS NOT RESPONSIBLE FOR AND WILL NOT REPLACE ACHIEVEMENT CARDS THAT HAVE BEEN SCRATCHED, DAMAGED, REDEEMED, OR OTHERWISE REDUCED IN VALUE. UPPER DECK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO BOUNTY, THE ACHIEVEMENT CARDS, RELATED SERVICES AND ALL CONTENT, MATERIALS, OR INFORMATION CONTAINED WITHIN BOUNTY. UPPER DECK DOES NOT REPRESENT OR WARRANT THE AVAILABILITY, VALUE, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY OF ACHIEVEMENT CARDS OR BOUNTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UPPER DECK OR THROUGH OR FROM BOUNTY SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF BOUNTY, ACHIEVEMENT CARDS, RELATED SERVICES, AND HYPERLINKED WEBSITES, INCLUDING FOR ANY DAMAGE TO YOUR OPERATING SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY DOWNLOADABLE CONTENT AVAILABLE THROUGH BOUNTY. IT IS ALSO YOUR RESPONSIBILITY TO PROTECT YOUR UPPER DECK PASSWORD INFORMATION AND UPPER DECK BEARS NO RESPONSIBILITY FOR LOSS OF ACCOUNT INFORMATION OR ANY UNAUTHORIZED ACCESS TO YOUR ACCOUNT RESULTING FROM THE LOSS OR DISCLOSURE OF YOUR PASSWORD THROUGH NO FAULT OF UPPER DECK.

EXCEPT AS PROVIDED IN THIS AGREEMENT, YOUR SOLE REMEDY FOR DISSATISFACTION WITH BOUNTY, ITS RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO CEASE USING BOUNTY.

11. **Third-Party Websites, Extensions, and Apps.** Upper Deck makes no representations whatsoever about any other

website, extension, or app that you may access through the Bounty website. Upper Deck does not support any third party apps or extensions including, but not limited to, Google Extensions. When you access a non- Upper Deck website, extension, or app, such website or app is independent from Upper Deck, and Upper Deck is not affiliated with the website host or operator and does not have control over the content on that site. You acknowledge and agree that you use third party apps and extensions at your own risk. Upper Deck is not responsible or liable in any way for any complications, security breaches, or any other damages that arise from any third-party website, extension, or app. Nor is Upper Deck responsible or liable in any way for the content, services, products, advertising, or materials appearing on or available from any third-party website, extension, or application. Furthermore, a hyperlink to a non-Upper Deck website, extension, or app does not in any way imply or express that Upper Deck endorses or accepts any responsibility for the content, or the use, of the linked site.

12. **Indemnity.** You agree to indemnify, defend, and hold harmless Upper Deck, its affiliates, subsidiaries, employees, contractors, telecommunication providers, content providers, licensors, and assignees and their respective officers, employees, and agents (collectively the "Indemnified Parties") from and against any and all liabilities, claims, actions, demands, damages, costs, losses, and expenses (including, but not limited to, costs and attorney's fees) arising from or related to your use of Bounty, Achievement Cards, any transaction resulting from your use of Bounty (including, but not limited to, any trade, transfer, or sale of Achievement Cards), your Upper Deck account, your connection to Bounty, your violation of the terms of this Agreement, and/or your violation of any proprietary or privacy rights of another. In the event of such defense, Upper Deck shall select legal counsel, and you will not enter into any settlements or make any admissions on the Indemnified Parties' behalf without the Indemnified Parties' prior written consent.

13. **Limitation of Liability.** IN NO EVENT SHALL UPPER DECK, ITS AFFILIATES, LICENSORS, DIRECTORS, EMPLOYEES, AGENTS, AND SPONSORS BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, BOUNTY, ACHIEVEMENT CARDS, RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN BOUNTY, STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON BOUNTY, AND/OR ANY HYPERLINKED WEBSITE.

14. **Choice of Law.** This Agreement is made in and will be construed under the laws of the State of California, County of San Diego.

15. **Dispute Resolution Requires Individual Arbitration; Class Action Waiver.**

A. Except as specifically excluded herein and except where not permitted by applicable law, you agree as to you and Upper Deck (collectively the "Parties" or individually a "Party") that any dispute, controversy or claim ("Claim") arising out of, related to, or having any relationship or connection whatsoever to Bounty, Achievement Cards, any relationship or conduct between and with Upper Deck and/or users, any relationship to the interpretation, validity, enforceability, scope, or waiver of any provisions of this Agreement, or arising under local, state, or federal statutes or regulations shall be 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.

B. Notwithstanding the above, if either party has allegedly violated intellectual property rights, including the intellectual property rights of its affiliates or licensors, either party may seek injunctive, in addition any other legal and equitable relief, without any obligation to post a bond or other security, in any state or federal court in the State of California, and the parties consent to exclusive jurisdiction and venue in such courts.

C. To the fullest extent permitted by law, any Claim 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"). 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. 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. If any part of the Class Action Waiver is invalid, it shall, to that extent, be severed with the remainder remaining in full force and effect. THE PARTIES UNDERSTAND THAT THEY 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. **Notices.** Upper Deck may provide you with notices, including those regarding changes to this Agreement and the Privacy Policy, by email or postings on Bounty, but this section places no requirements on Upper Deck not already expressly set forth herein.

17. **Waiver.** The failure to enforce any term or provision of this Agreement shall not be construed as a waiver by Upper Deck. No term or provision of this Agreement will be considered waived, and no breach excused, by Upper Deck unless such waiver or consent is in writing and signed on behalf of Upper Deck. Any consent by Upper Deck to, or waiver of, a breach by any user, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by any user.

18. **Entire Agreement.** This Agreement, which incorporates the Privacy Policy, constitutes the entire agreement between you and Upper Deck with respect to Bounty. Upper Deck may modify or amend this Agreement at any time and for any reason, and your continued use of Bounty provides affirmative and continued acceptance of the terms and conditions set forth in this Agreement and any modifications thereof.

19. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, such portion, or provision, shall be, as to such jurisdiction, ineffective to the extent it is declared invalid or unenforceable and severable from the remainder of this Agreement. The validity and enforceability of the remaining provisions of this Agreement shall not be affected and the remainder of this Agreement shall remain enforceable to the fullest extent permitted by law.

20. **Limitation of Actions.** You agree that any claim or cause of action you may have against Upper Deck resulting from use of Bounty or this Agreement must be commenced within two (2) years after the event has occurred, unless a shorter period applies under applicable law.

21. **Contacting Upper Deck.** For any questions and inquiries regarding this Agreement and Upper Deck's practices, please contact bounty@upperdeck.com.

22. **Expiration:** For all Bounty products released prior to July 7, 2025, the expiration date is July 6, 2030. For all Bounty products that release on or after July 7, 2025, the expiration date is 5 years from December 31 of the copyright year printed on the product's packaging.