

EBAY COLLECTIBLES HOCKEY AUGUST BREAK SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING, INDIVIDUAL ARBITRATION, AND ENTRANTS WAIVE THE ABILITY TO BRING ANY CLASS, GROUP, REPRESENTATIVE OR THIRD-PARTY CLAIMS. SEE DISPUTE SECTION FOR MORE INFORMATION.

SWEEPSTAKES ENTRY PERIOD: The **eBay Collectibles Hockey Break Sweepstakes** (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Tuesday, August 1, 2023 and ends at 11:59:59 PM ET on Thursday, August 31, 2023 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the United States, including the District of Columbia and Canada excluding Quebec, who are at least 18 and the age of majority in his/her state or province of residence (19 in Alabama, Nebraska, British Columbia, Nova Scotia, New Brunswick, Northwest Territories, Yukon and Nunavut; 21 in Mississippi) at the time of entry ("Entrant"). Void in Quebec, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S. or Canada, and wherever else prohibited by law. Employees of eBay Inc. (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state, provincial, and local laws and regulations.

HOW TO ENTER: There is one (1) way to enter.

Method #1:

US Residents Mail-in Entry. To enter, mail a postcard (the "Entry"), including your name, complete address, city, state, zip code, phone number, email, birth date and mail it to:

US Residents: eBay Collectibles Hockey Sweepstakes, PO Box 728, Social Circle, GA 30025-0728.

Each Mail-In Entry must be mailed separately and must be postmarked between Tuesday, August 1, 2023 and Thursday, August 31, 2023, and received by Thursday, September 7, 2023.

Canadian Residents Mail-in Entry. To enter, mail a postcard (the "Entry"), including your name, complete address, city, province, zip code, phone number, email, birth date along with including the answer to the mathematical skill testing questions below* and mail it to:

Canadian Residents: eBay Collectibles Hockey Sweepstakes, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L2G 7K3.

Each Mail-In Entry must be mailed separately and must be postmarked between Tuesday, August 1, 2023 and Thursday, August 31, 2023, and received by Thursday, September 7, 2023.

***Canadian Skill Testing Question: Canadian Entrants must include on their postcard the answer to the following skill-based mathematical test question without mechanical or other aid in order to be eligible to receive their prize.**

Skill testing question – to be done in exact order:

1. Add 57 + 31
2. Subtract 52
3. Multiply by 20
4. Divide by 36

Answer: _____ Include the answer on your postcard

Not providing the answer, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected.

Photocopied, illegible, or mechanically reproduced entries are not eligible. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

Limit: Eight (8) Entries per household during each Sweepstakes Period. All Entries are subject to verification. All Entries become the property of the Sponsor and will not be acknowledged or returned.

PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:

Grand Prize: There are nine thousand three hundred and ninety-two (9,392) Grand Prizes available to be won. Grand Prize winners will randomly receive five (5) Hockey trading card per Entry from the list below:

Cards	Card Value	Brand	Year	Sport
264	\$ 233.33	Upper Deck	2020-21	Hockey
1	\$ 160.00	Upper Deck	2021-22	Hockey
4	\$ 62.50	Upper Deck	2021-22	Hockey
6	\$ 58.33	Upper Deck	2021-22	Hockey
960	\$ 50.00	Upper Deck	2022-23	Hockey
30	\$ 41.00	Upper Deck	2022-23	Hockey
5	\$ 40.00	Upper Deck	2022-23	Hockey
8	\$ 20.00	Upper Deck	2021-22	Hockey
144	\$ 5.63	Upper Deck	2022-23	Hockey
48	\$ 5.21	Upper Deck	2021-22	Hockey
8,640	\$ 3.65	Upper Deck	2021-22	Hockey
192	\$ 2.11	Upper Deck	2021-22	Hockey
1,824	\$ 2.08	Upper Deck	2021-22	Hockey
1,842	\$ 2.06	Upper Deck	2021-22	Hockey
3,456	\$ 1.74	Upper Deck	2021-22	Hockey
160	\$ 0.94	Upper Deck	2023-24	Hockey
576	\$ 0.70	Upper Deck	2022-23	Hockey
2,304	\$ 0.61	Upper Deck	2020-21	Hockey
24,192	\$ 0.43	Upper Deck	2022-23	Hockey
2,304	\$ 0.30	Upper Deck	2021-22	Hockey

The ARV of all Grand Prize: \$171,605.70.

The total ARV of all prizes available to be won: \$171,605.70.

There is a limit of eight (8) Entries per household per Sweepstakes Period. Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The winners will be selected in a random drawing on or about **Thursday, September 21, 2023** from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

Sponsor or Sweepstakes Administrator will use reasonable efforts to send prizes to the address on the winning entry forms within 4-6 weeks after the Sweepstakes Period ends.

If a prize is returned as undeliverable, or if an Entrant is found to be ineligible or not in compliance with these Official Rules, that Entrant will be disqualified, and Sponsor reserves the right to not award such prize(s).

WINNER NOTIFICATION: Any potential prize winner who receives over \$600 in prizes from Sponsor during the calendar year will be notified by the Sweepstakes Administrator and will be required to sign and return, within seven (7) days of the notification an IRS W-9 Form. If the potential winner does not reply to the notification with the required IRS W-9 Form within the specified time period, he/she will be disqualified.

If a notification is returned as undeliverable, or if the selected prize winner fails to claim the prize or if selected winner cannot accept or receive the prize for any reason, or he/she is not in compliance with these Official Rules, the prize will be forfeited.

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility. Prizes will not be replaced if lost or stolen.

Winner is responsible for all federal, state, provincial, local and income taxes associated with winning prize. Prize winner may be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law.

Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability

of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

GENERAL: By participating in the Sweepstakes, Entrant (i) agrees to be bound by these Official Rules, including all eligibility requirements, and (ii) agrees to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Participating Entrants release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to Entrant's participation in the Sweepstakes, and the acceptance and use/misuse of the prize offered. Participating Entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the Authorized Account Holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to Entrant's or any other person's computer related to or resulting from participating in the Sweepstakes.

Sponsor reserves the right to cancel, suspend or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, PANDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, NEITHER SPONSOR NOR ANY OTHER RELEASED PARTIES SHALL BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION OR SHIPPING COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS, GROUP OR REPRESENTATIVE ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED BY ENTRANT (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND ANY OTHER DAMAGES, OTHER THAN ENTRANT'S OWN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY)

AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in New Castle County, DE, although Entrant can elect telephonic, video or similar remote proceedings. The Federal Arbitration Act shall govern this agreement to arbitrate. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions and mass arbitrations, and Entrant may not bring a claim seeking to recover losses incurred by third parties; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in New Castle County, DE. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each Entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from Entrants are subject to the Sponsor's User Privacy Notice, which can be found at <https://www.ebay.com/help/policies/member-behaviour-policies/user-privacy-notice-privacy-policy?id=4260>.

US RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <https://binkd.co/eBayhockey-2> or send a self-addressed, stamped envelope by August 31, 2023, to: **eBay Collectibles Hockey Break Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.

CANADA RESIDENTS OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <https://binkd.co/eBayhockey-2> or send a self-addressed, stamped envelope by August 31, 2023 to: **US Sweepstakes & Fulfillment Co., ATTN: eBay Collectibles Hockey Break Sweepstakes Official Rules Request**, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after September 21, 2023), see <https://binkd.co/eBayhockey-2>.

SPONSOR: eBay Inc., 2025 Hamilton Avenue, San Jose, CA 95125.

SWEEPSTAKES ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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