

## TOPPS HOMERUN CHALLENGE-‘19

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**By participating, you (if you are a minor in your jurisdiction of residence, your parent or legal guardian) agree to these Official Rules and Sponsor’s decisions, which are final and binding in all respects and are not subject to appeal.**

1. **ELIGIBILITY.** Must be legal resident of the United States or Canada (excluding Quebec Province), who is at least 13 years of age. The Topps Homerun Challenge-‘19 (“Homerun Challenge” or “Promotion”) is void in Quebec Province, Puerto Rico and where prohibited by law. Employees, officers and directors (and their immediate families and same household members, whether related or not) of Sponsor, its parent, subsidiaries, affiliates, agencies and prize suppliers, retailers and distributors of Topps products and the MLB Entities (as defined below) are NOT eligible to participate or win prize(s).

**If you are a minor (in the U.S., generally under the age of 18; in Canada, generally under the age of 18 or 19 depending on one’s province of residence), be sure to get your parent’s/legal guardian’s permission before participating in the Promotion and/or providing any personal information to Sponsor.**

2. **TO PLAY.** Look for a *Homerun Challenge Insert Card* (“HRIC”) randomly inserted in packs of 2019 Topps Baseball *Series I* and *Series II*, while supplies last. *Series I* and *Series II* will first be available for purchase (excluding in grocery/dollar stores) on the projected/estimated dates:

Topps Product	Date of Availability
2019 Topps Baseball <i>Series I</i>	January 31, 2019
2019 Topps Baseball <i>Series II</i>	June 12, 2019

The odds of obtaining an HRIC are 1:24 for Hobby Box, 1:10 for Hobby Jumbo Box and 1:10 for all other retail product packages.

See Rule 4 below for instructions on how to play the Homerun Challenge.

3. **NO PURCHASE NECESSARY.** For a chance to receive an HRIC at the same odds without purchase, submit a free game play request via mail as follows: print your name, daytime phone number, mailing address, email address (if any), date of birth and TOPPS HR CHALLENGE-19 NPN on a 3”x5” card, insert in a

business size (#10) envelope and mail to TOPPS HRC CARDS – NPN, 2300 Stafford Avenue, Scranton, PA 18505 USA, to be received by July 17, 2019. If your free game play request is valid, Sponsor will play for you. The corresponding Topps product used for the free game play depends on when your request is received as follows:

Time Window for Receipt of Free Play Request	Corresponding Topps Product
January 31, 2019 - June 12, 2019	2018 Topps Baseball <i>Series I</i>
June 13 – July 17, 2019	2018 Topps Baseball <i>Series II</i>

If your game play is selected when Sponsor plays for you, you will receive an HRIC (from the corresponding Topps product) via email (if provided; and, in such case, you will receive the Code from the HRIC and the name of the player identified on the HRIC, but not the HRIC itself) or postal mail (in which case you will receive the HRIC). But, if your free game play request is not selected, you will NOT be notified. Limit (1) free game play request per household.

#### 4. How To Play The Homerun Challenge

- A) Overview: The HRIC will identify a specific, current Major League Baseball position player (i.e., not a pitcher). If that player hits an official homerun in a Major League Baseball (regular season; not exhibition) game on the date of the 2019 Major League Baseball regular season that you have selected at the Topps website, you will win a parallel card of that Major League Baseball player.
- B) Registration & Homerun Challenge Play: Go to [www.topps.com/promotions](http://www.topps.com/promotions). Following the prompts, input the Code from the HRIC exactly as it appears on the HRIC (or in the email from Sponsor if your NO PURCHASE NECESSARY game play is selected as per Rule 3 above) and complete the registration form with your name, daytime phone number, zip or postal code, date of birth and email address.\*\* Then, pick the one (1) date during the 2019 Major League Baseball regular season (i.e., March 20, 2019, March 21, 2019† or from March 28, 2019 to September 29, 2019 [for the avoidance of doubt, should 163<sup>rd</sup> tie-breaker game(s) be required during the 2019 Major League Baseball regular season so as to determine qualification for or positioning in the 2019 Major League Baseball post-season, such tie-breaker games(s) will not count for purposes of the Promotion]) on which you believe the Major League Baseball player identified on the HRIC (or in the email from Sponsor, as applicable) will hit a homerun (either a “regular” homerun that clears the outfield wall or an “inside the park” homerun) as well as providing your complete shipping address (in the United States or Canada [excluding Quebec Province]) where the parallel card will be shipped to you if you are a prize winner in the Promotion: your shipping address will NOT be used by Sponsor for any other purpose unless you are also the Grand Prize winner.) BE CAREFUL IN SELECTING A DATE BECAUSE, ONCE SELECTED, THIS DATE CANNOT BE CHANGED ABSENT EXTRAORDINARY CIRCUMSTANCES AS DETERMINED BY SPONSOR IN ITS SOLE

DISCRETION ON A NON-BINDING, CASE-BY-CASE BASIS (SPONSOR DISCLAIMS ANY AND ALL LIABILITY IN CONJUNCTION WITH ANY SUCH DETERMINATION). **To be valid, registration (including Code from HRIC and selected date) must be received no later than 4:00 a.m. Eastern Time of the selected “homerun date.”** (Accordingly, the registration deadline for the Promotion is September 29, 2019 at 4:00 a.m. Eastern Time; and, after this time, all HRICs and Codes are void.) Regardless of whether or not the applicable Major League Baseball player actually hits a homerun on the selected date, a valid registration (i.e., properly inputting the Code and completing registration form) will result in one (1) entry in the Grand Prize random drawing; see Rule 5 below.

†As per the 2019 Major League Baseball regular season schedule, the Oakland A’s and Seattle Mariners will play one (1) regular season game on March 20 and a second regular season game on March 21 in Tokyo, Japan. For the avoidance of doubt, no other games involving Major League Baseball teams taking place on March 20 or March 21 will count for the Promotion.

\*\*Personal information will only be used for purposes of participation in this Promotion, unless you expressly consent to receive promotional emails/newsletters from Sponsor. Be sure to review Topps’ Privacy and Cookie Policy at [www.topps.com/privacy-policy](http://www.topps.com/privacy-policy) for full details as to Sponsor’s information collection and usage practices.

C) Important Restrictions on Homerun Challenge Play:

- 1) The prize of a parallel card of a given Major League Baseball player will only be awarded if the player identified on a HRIC (or in the email from Sponsor, as applicable) is credited with hitting a homerun in an official Major League Baseball game as per the official scoring of the game by Major League Baseball as of two (2) days after the date of when the game ended. (Should a change to the official scoring occur after the expiration of this two [2] day-period, it will NOT be taken into account for purposes of awarding prizes in the Homerun Challenge.) IN ALL OTHER CASES, NO PARALLEL CARD PRIZES WILL BE AWARDED.
- 2) Homerun Challenge participant selects a date of the 2019 Major League Baseball regular season when the participant thinks the corresponding Major League Baseball player will hit a homerun, not a Major League Baseball game during the regular season. Accordingly, if a Major League Baseball game is not played as scheduled on a given date (whether due to postponement or cancellation), Homerun Challenge participants who selected that date will be ineligible to win parallel cards of Major League Baseball players on either of the teams scheduled to play against each other in the unplayed Major League Baseball game on that date even if such Major League Baseball players hit a homerun when that Major League Baseball game is played on the re-scheduled date.

- 3) If the Major League Baseball player identified on the HRIC (or in the email from Sponsor, as applicable) does not play in Major League Baseball game(s) on the selected date for any reason (including but not limited to inactivity due to injury), the Homerun Challenge participant with that Major League Baseball player's HRIC (or the Major League Baseball player identified in the email from Sponsor, as applicable) who selected that date will be ineligible to win a parallel card of that Major League Baseball player for that date.
- 4) If the Major League Baseball player identified on the HRIC (or in the email from Sponsor, as applicable) hits more than one (1) homerun on the selected date (whether in a single Major League Baseball game or in a double-header), the Homerun Challenge participant will only win one (1) parallel card of that Major League Baseball player for that date, subject to verification.
- 5) Code on HRIC and HRIC itself are valid only for one (1) play in the Homerun Challenge in accordance with these Official Rules. Any other use (or attempted use) of Code on HRIC and/or HRIC itself is void and may result in disqualification from the Promotion and perhaps the imposition of legal sanctions. The preceding expressly includes use of any artifice or device to attempt to use the same Code on HRIC/HRIC to play the Homerun Challenge more than once.
- 6) Should a given Homerun Challenge participant have more than one (1) HRIC of the same Major League Baseball player and/or more than one (1) email from Sponsor identifying the same Major League Baseball player, as applicable (each HRIC or email having a different Code), the Homerun Challenge participant may register and select the same date for that Major League Baseball player more than once.

## **5. Random Drawing.**

The Grand Prize winner will be selected in a random drawing, comprised of all eligible registrations received, on or about October 16, 2019. The drawing will be conducted by Sponsor at its offices in New York, New York USA or another location of Sponsor's sole choosing.

## **6. Winner Notification.**

- A) Homerun Challenge participant who validly registers a Code(s) from HRIC[s] (or from Sponsor's email, as applicable) of a Major League Baseball player who hits a homerun on selected date will win a prize of one (1) parallel card of that player per HRIC Code validly entered. Parallel card prize will be mailed to winner at the mailing address he/she previously provided to Sponsor. If parallel card prize(s) is/are not received for any reason (e.g., incomplete or otherwise invalid mailing address), such prize(s) will be forfeited. Sponsor may mail parallel card prizes via multiple shipments. If such Homerun Challenge participant is a resident of Canada, in order to qualify to receive parallel card prize(s), he/she must first

correctly answer a time-based mathematical skill-testing question without assistance of any kind.

Validity of HRIC Code/HRIC is subject to verification by Sponsor, which may perhaps include Homerun Challenge participant's provision of original HRIC bearing Code (as applicable). Failure of Homerun Challenge participant to timely provide original HRIC bearing Code upon request or if Homerun Challenge Participant provides original HRIC bearing Code but it is determined by Sponsor in its sole discretion to be incomplete, irregular or defective, parallel card prize(s) will not be awarded to such Homerun Challenge Participant.

- B) For Grand Prize, potential winner will be notified via email at the email address provided at time of registration. Again, if potential Grand Prize winner is a resident of Canada, award of the Grand Prize will occur only after he/she correctly answers a time-based mathematical skill-testing question without assistance of any kind. In all cases, potential Grand Prize winner (if a minor, his/her parent or legal guardian) must complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) within five (5) business days of notification. Failure to do so will result in forfeiture of the Grand Prize and an alternate potential Grand Prize winner will be selected from among all remaining eligible registrations received for the random drawing. In addition, if potential winner cannot be contacted for any reason (including notification email being classified as "junk" or "SPAM"), the Grand Prize will be forfeited and an alternate potential Grand Prize winner will be selected.

## **7. Prizes & Odds.**

- A) In both 2019 Topps Baseball *Series I* and *Series II*, thirty-five (35) different Major League Baseball players will be identified on HRICs. For the 2019 Topps Baseball *Series I* phase of the Homerun Challenge, 478,000 parallel cards are available to be won. Each parallel card has an approximate retail value of \$0.50 (USD). Each month of the 2019 Major League Baseball regular season features its own, unique parallel card set. March and April will be grouped together as a single month, resulting in a total of six (6) unique parallel card sets. Accordingly, the specific type of parallel card prize of a corresponding Major League Baseball player will vary depending upon the month in which it has been won. In all cases, the actual prize won may differ from the image of the parallel card in Promotion advertising (including [www.topps.com](http://www.topps.com)) and Sponsor expressly disclaims any and all liability in conjunction therewith. The quantity of parallel cards for 2019 Topps Baseball *Series II* is approximately 285,500. Odds of a Homerun Challenge participant (with registered Code from HRIC of a given Major League Baseball player) winning a parallel card of that player depends upon the corresponding Major League Baseball player's health on the selected date of the 2019 Major League Baseball regular season (i.e., whether or not he plays in a game on such selected date) and, if applicable, the Major League Baseball player's performance in Major League Baseball game(s) on the selected date, with there being a total of

one hundred eighty-four (184) calendar days comprising the 2019 Major League Baseball regular season.

B) One (1) Grand Prize is available. The prize is a trip for winner and one (1) guest to Major League Baseball's Homerun Derby event in Los Angeles, California which is projected to take place on July 13, 2020. Trip consists of roundtrip coach air travel from major commercial (or international, as the case may be) airport near winner's residence to Los Angeles; two (2) tickets to the Homerun Derby event; 3 days/2 nights hotel accommodations (standard room, double occupancy) in Los Angeles. Total Approximate Retail Value of Grand Prize: \$3,000 (USD) but, if actual value of Grand Prize is less than \$3,000 (USD), winner will not receive the difference in cash or otherwise. **Winner must be available to attend the 2020 Homerun Derby which is projected to take place on July 13, 2020 (Sponsor will publish the actual date of 2020 Homerun Derby when finalized by Major League Baseball); if winner cannot do so for any reason, Grand Prize will be forfeited in its entirety and an alternate winner selected.** GRAND PRIZE DOES NOT INCLUDE TICKETS TO THE 2020 MAJOR LEAGUE BASEBALL ALL-STAR GAME OR ANY ACTIVITIES RELATED TO THE ALL-STAR GAME OTHER THAN THE HOMERUN DERBY ITSELF. All unspecified expenses in conjunction with acceptance/use of Grand Prize are winner's sole responsibility; such expenses include ground transportation between winner's home and airport of departure and all incidentals not indicated above. Ticket type and seat location at Dodger Stadium for Homerun Derby event are of Sponsor's sole determination. Venue restrictions and other conditions may apply; tickets are NOT for re-sale. Trip is subject to availability and additional restrictions. Winner and guest must travel on same itinerary (as determined by Sponsor in its sole discretion). If winner lives within reasonable driving distance of Los Angeles (as determined by Sponsor in its sole discretion), ground transportation will be substituted for air travel and no compensation or alternate prize will be awarded. No frequent flier miles, travel awards or like "perks" are available in conjunction with prize travel. Valid government-issued photo identification (if Grand Prize winner is a Canadian resident, valid passport) required for air travel. If Grand Prize winner is a minor: (a) Sponsor reserves the right to award the Grand Prize to the winner's parent/legal guardian on winner's behalf and (b) the winner's parent/legal guardian must be the winner's one (1) allotted guest. Guest of Grand Prize winner (if a minor, his/her parent or legal guardian) must sign and return a liability release and publicity release (where lawful) prior to issuance of travel documents. If guest is a minor, the Grand Prize winner must be his/her parent or legal guardian.

For Homerun Derby: Game date and time determined in the sole discretion of the Office of the Commissioner of Baseball and/or Major League Baseball Properties, Inc., as applicable, and are subject to change. The terms and conditions of the tickets awarded as prizes will govern in the event a legal game, exhibition or event, as defined by Major League Baseball, is not played due to weather, an Act

of God, an act of terrorism, civil disturbance or any other reason. Grand Prize winner and guest (if either winner or guest is a minor, his/her parent or legal guardian) agree to comply with applicable stadium regulations of the Los Angeles Dodgers/Dodger Stadium in conjunction with acceptance and use of Homerun Derby event tickets. MLB Entities reserve the right to remove or to deny entry to winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game, exhibition or event. MLB Entities (and Sponsor) will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation of the game, exhibition or event.

Odds of a Homerun Challenge participant (with registered Code from HRIC of a given Major League Baseball player) winning the Grand Prize depend on the total number of eligible registrations received.

C) Total Approximate Retail Value of all Prizes offered in the Promotion: \$384,750 (USD).

**Additional Prize Restrictions.** Applicable taxes on prize(s) are winner's sole responsibility. For winners of prize(s) with a value of \$600 (USD) or more, receipt of prize(s) will be reported to the U.S. Internal Revenue Service via IRS 1099 Tax Form or similar documentation reflecting the value of such prize(s), including any parallel card prizes won; winners (if a minor, his/her parent or legal guardian) of such prize(s) further agree to fully cooperate with Sponsor relative to its compliance with such governmental reporting requirement. Canadian prize winners may be responsible for U.S. foreign withholding tax on value of prize(s) won. Prizes are not transferable without the consent of Sponsor, which may be granted or withheld in its sole discretion and without liability. No prize substitution or cash equivalent of any prize. But, Sponsor reserves the right to substitute a prize in whole or in part (to the extent applicable) for an alternative prize of comparable value for any reason.

8. **Releases. By participating in the Promotion, you (if a minor, your parent or legal guardian) release and agree to hold harmless The Topps Company, Inc., MLB Entities, their respective parent companies, affiliates, divisions, subsidiaries, associated entities and the directors, officers, agents, shareholders, representatives, employees, successors and assigns of any of the above organizations, and Facebook, Inc./Instagram and Twitter, Inc. from any and all liability associated (directly or indirectly, in whole or in part) with your participation in the Promotion, your participation in any Promotion-related activity and receipt, acceptance, possession or use/misuse of prize(s). By accepting prize(s), where permitted by law, winner (if a minor, winner's parent or legal guardian) grants Sponsor and its designees the right to print, publish, broadcast and use winner's name, portrait,**

**picture, voice, likeness and biographical information for advertising, trade and promotional purposes without additional compensation or notice.**

**9. Limitations of Liability.**

- A) Sponsor assumes no responsibility for:
- 1) programming, electronic, technological, telephonic, network or other malfunction, error or failure which in any way affects or interferes with the functionality of [www.topps.com/promotions](http://www.topps.com/promotions); the recordation of Code, registration information or an individual's selection of a "homerun date"; or otherwise with respect to the implementation and operation of the Promotion;
  - 2) late, lost, illegible/garbled, corrupted, incomplete, inaccessible/blocked, jumbled, damaged, unrecorded/improperly recorded, misdirected and/or postage due (as applicable) mail-in entries/Codes/registrations/selections of "homerun dates," all of which are void (and, proper submission of such Promotion materials is solely your responsibility);
  - 3) any e-mail notifications not timely received (or received whatsoever) due to e-mail service provider, programming, electronic or other system malfunction, limitation, failure or categorization as "SPAM" or "Junk."
- B) All submitted Promotion materials become the property of Sponsor and receipt of same will not be acknowledged. Sponsor is not responsible for any typographical, programming, mechanical, technological or other error in the printing of the offer, or the Promotion generally.
- C) Any attempt to undermine the intended operation of the Promotion, violation of these Official Rules and/or to defraud Sponsor (including but not limited to misuse of Codes as per Rule 4C above) will result in disqualification from the Promotion, possible prohibition from participation in future Topps sweepstakes/contest promotions and/or the imposition of legal sanctions.
- D) The failure of Sponsor to enforce any provision of these Official Rules in a given circumstance shall NOT constitute the waiver of such provision.
- E) **Force Majeure.** If, for any reason, the Promotion (or any part thereof) is not capable of running as planned by reason of any causes beyond the control of Sponsor which, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of



the Promotion (including but not limited a Major League Baseball player strike or lock-out; a natural cataclysm, riot, strike, civil commotion or other event which interferes with the conduct of the 2019 Major League Baseball regular season or the Promotion specifically), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion and conduct the Promotion, making the prizes available in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted at [www.topps.com/promotions](http://www.topps.com/promotions).

#### **10. DISPUTE RESOLUTION/GOVERNING LAW/WAIVER OF JURY TRIAL**

**To the fullest extent permitted by law, by participating in the Promotion, you (if a minor, your parent or legal guardian) agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any participant and/or The Topps Company, Inc. shall be filed in either the courts of the State of New York, County of New York (USA) OR the U.S. District Court for the Southern District of New York and you (if a minor, your parent or legal guardian) hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action (and expressly waive any right of change of venue, *forum non conveniens* or any like right), AND ANY RIGHT TO A TRIAL BY JURY AND A TRIAL BY JURY IS HEREBY WAIVED, (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any participant and/or The Topps Company, Inc., shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with participating in this Promotion but in no event attorneys' fees; and (d) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses (if any), 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, the Promotion or the rights and obligations of any participant and/or The Topps Company, Inc. shall be governed by and construed in accordance with the laws of the State of New York (USA), without giving effect or regard to any principles or doctrines of conflicts of law/choice of law of the State of New York or of any other jurisdiction.**

- 11. Winner's List.** For name of Grand Prize winner, send a self-addressed stamped envelope to The Topps Company, Inc., c/o Marketing Dept., One Whitehall Street, 6<sup>th</sup> Floor, New York, NY 10004 USA to be received by October 25, 2019. Canadian residents only may omit return postage.

**SPONSORED BY THE TOPPS COMPANY, INC., One Whitehall Street, New York, NY 10004 USA.**

Major League Baseball Properties, Inc., Major League Baseball Enterprises, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball (“BOC”), its Bureaus, Committees, Subcommittees and Councils, the Major League Baseball Clubs (“Clubs”), and each of their parent, subsidiary, affiliated and related entities, any entity which now, or in the future, controls or is controlled by, or is under common control with the Clubs or the BOC and the owners, general and limited partners, shareholders, employees, directors, officers, and agents of the foregoing entities (“MLB Entities”) and the Major League Baseball Players Association (“MLBPA”) and its related entities are in no way sponsoring, administering, producing or responsible for the Promotion.

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.**