

**TOPPS DERBY DUEL CHALLENGE
OFFICIAL RULES**

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

The Topps Derby Duel Challenge (“**Promotion**”) begins on or around July 10, 2024, at 3:00 PM EST EASTERN TIME, and ends on July 15, 2024, at 3:00 PM EST EASTERN TIME (the “**Timeframe**”), and is sponsored by The Topps Company, Inc. (“**Sponsor**”).

By participating, you agree to these Official Rules (the “**Official Rules**”) and Sponsor’s decisions, which are final and binding in all respects and are not subject to appeal.

1. **ELIGIBILITY.** The Promotion is only open to individuals who are, on or before July 10, 2024 (a) legal residents of the United States or Canada (excluding Quebec Province), and (b) at least 18 years of age and the age of majority in your jurisdiction of residence at the time of entry. This Promotion is void in Quebec Province, Puerto Rico, other U.S. territories outside of the 50 United States, 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 and agencies, manufacturers, retailers and distributors of Topps products, the MLB Entities (as defined below) and the Player Entities (as defined below) are NOT eligible to participate in the Promotion or win prize(s).

TO ENTER. To enter, look for a *Topps Derby Duel Challenge Insert Card* (“TDDIC”) randomly inserted in packs of 2024 Topps Baseball *Series I*, while supplies last. 2024 Topps Baseball *Series I* is projected to first be available for purchase (excluding in grocery/dollar stores) on or around February 14, 2024.

The odds of obtaining an TDDIC are [1:2,148] for Hobby Box, [] for Hobby HTA Jumbo Box, [1:2,456] for Retail Display, [1:576] for Retail Hangar, [1:3,893] for Retail Bulk, [1:1,468] for Retail Fat Pack, [1:2,830] for Retail Value Box, [1:2,498] for Retail Giant/Mega Box, [1:944] for Retail Grocery, [1:2,428] for Retail Super Box, [1:2831] for Fanatics Box, and [1:2429] for Little League.

See Rule 3 below for instructions on how to play the Topps Derby Duel Challenge.

This Promotion is separate from and completely independent of the 2024 Topps Home Run Challenge, with its own prizes available to be won at different odds of winning. You may participate in this Promotion instead of or in addition to the 2024 Topps Home Run Challenge as well as winning prizes in this Promotion and/or the 2024 Topps Home Run Challenge.

2. **NO PURCHASE NECESSARY.**

- A) For a chance to receive an TDDIC 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 DERBY DUEL CHALLENGE-NPN on a 3"x5" card, insert in a business size (#10) envelope and mail to: NPN Topps Derby Duel Challenge Promotion, 200 Planters Road, Sunnyvale, TX 75149 USA to be received by April 17, 2024.
- B) If your free game play request is valid, Sponsor will play for you. You must submit a separate game play request for each game play you would like to receive. If your game play is selected when Sponsor plays for you, you will receive the TDDIC via postal mail. But, if your free game play request is not selected, you will NOT be notified. Limit (10) free game play requests per household.

3. **HOW TO PLAY TOPPS DERBY DUEL CHALLENGE.**

- A) Registration & Promotion Play: After public announcement of the final roster of Major League Baseball players participating in the 2024 Home Run Derby, go to www.topps.com/promotions (“**Topps website**”). Following the prompts, input the Code from the TDDIC exactly as it appears on the TDDIC and complete the registration form with your name, daytime phone number, zip or postal code, date of birth and e-mail address. Then, pick the Major League Baseball player who you think will win the 2024 Home Run Derby during the Timeframe. Provide your complete shipping address (in the fifty (50) United States or Canada, excluding Quebec Province) where the prize(s) 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.) **REGISTRATION MUST BE COMPLETED BY NO LATER THAN THE REGISTRATION DEADLINE OF 3:00 PM EST EASTERN TIME ON JULY 10, 2024 (“REGISTRATION DEADLINE”); AFTER SUCH TIME, CODE ON TDDIC IS VOID AND YOU WILL NOT BE ABLE TO PARTICIPATE IN THE PROMOTION. IT IS THE SOLE RESPONSIBILITY OF PROMOTION PARTICIPANT TO BE AWARE OF THE ANNOUNCEMENT OF THE MAJOR LEAGUE BASEBALL PLAYERS PARTICIPATING IN THE 2024 HOME RUN DERBY.**

Regardless of whether the selected Major League Baseball player wins the 2024 Home Run Derby, a valid registration (i.e., properly inputting the Code and completing registration form) will result in one (1) entry in 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 for full details as to Sponsor’s information collection and usage practices.

- B) If the selected Major League Baseball player wins the 2024 Home Run Derby as officially determined and announced by Major League Baseball at the conclusion of the 2024 Home Run Derby, you will win a parallel card of that Major League Baseball player. IN ALL OTHER CASES, NO PARALLEL CARD PRIZE WILL BE AWARDED.
- C) BE CAREFUL IN SELECTING A MAJOR LEAGUE BASEBALL PLAYER BECAUSE, ONCE SELECTED, A PLAYER SELECTION 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).
- D) Important Restrictions on Derby Duel Challenge Play:
- 1) If the Major League Baseball player selected by Derby Duel Challenge participant withdraws from the 2024 Home Run Derby for any reason, the participant's selection will be automatically changed to the Major League Baseball player assigned by Major League Baseball to replace the participant's original selection in the 2024 Home Run Derby (and, in the unlikely event that the participant's original selection is NOT replaced by another Major League Baseball player, Sponsor will assign to the participant another Major League Baseball player competing in the 2024 Home Run Derby). IT IS THE SOLE RESPONSIBILITY OF THE PROMOTION PARTICIPANT TO PERIODICALLY CHECK THE ROSTER OF MAJOR LEAGUE BASEBALL PLAYERS PARTICIPATING IN THE 2024 HOME RUN DERBY, AS PARTICIPANTS WILL NOT BE NOTIFIED BY SPONSOR OF ANY SUCH CHANGES.
 - 2) In the unlikely event that the 2024 Home Run Derby ends in a tie, Sponsor will award the prizes by conducting a random drawing to select one (1) of the tied Major League Baseball players. All Promotion participants who selected that Major League Baseball player to win the 2024 Home Run Derby will be prize winners in the Promotion and receive parallel card(s) of that Major League Baseball player. In such circumstance, Sponsor will post the name of the selected Major League Baseball player on the Topps website.
 - 3) Code on TDDIC/TDDIC is valid only for one (1) play in this Promotion in accordance with these Official Rules. Any other use (or attempted use) of Code on TDDIC and/or TDDIC itself and/or any code from a Home Run Challenge Insert Card (from the 2024 or a previous year's version of the Home Run Challenge Promotion, including any Home Run Challenge Insert

Cards also included in packages of 2024 Topps Baseball *Series 1*) 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 TDDIC to play the Derby Duel Challenge more than once.

- 4) Should a given Promotion participant have more than one (1) code from an TDDIC/TDDIC and the participant selects the same Major League Baseball player to win the 2024 Home Run Derby more than once, the participant will win a quantity of parallel cards of such Major League Baseball player equivalent to the number of codes from TDDICs that he/she properly registered.
- 5) The MLB Entities and the Player Entities will not be responsible for Acts of God, acts of terrorism, civil disturbances, local, state or federal regulation, order or policy, work stoppage, epidemic, pandemic or any other issue concerning public health or safety or any other event outside their control that may cause the postponement or cancellation of the 2024 Home Run Derby. Should the 2024 Home Run Derby be postponed by Major League Baseball, the Promotion will run as originally intended on such re-scheduled date of the 2024 Home Run Derby. Should the 2024 Home Run Derby be cancelled by Major League Baseball before 2024 Home Run Derby participants are announced, such cancellation shall be deemed an event of Force Majeure pursuant to Section 7(E). If the 2024 Home Run Derby is cancelled by Major League Baseball after Home Run Derby participants have been announced, Sponsor will award the prizes by conducting a random drawing to select one (1) of the Major League Baseball players scheduled to compete in the 2024 Home Run Derby as of the date of its cancellation, with all Promotion participants who selected that Major League Baseball player to win the 2024 Home Run Derby being prize winners in the Promotion and receiving parallel card(s) of that Major League Baseball player. In such circumstance, Sponsor will post the name of the selected Major League Baseball player on the Topps website.

4. **WINNER NOTIFICATION.**

- A) Prize(s) will be mailed to winner at the mailing address he/she previously provided to Sponsor. If prize is not received for any reason (e.g., incomplete or otherwise invalid mailing address), such prize will be forfeited. If a Promotion participant wins multiple parallel cards, Sponsor may mail the parallel cards in multiple shipments. If such Promotion participant is a resident of Canada, in order to qualify to receive prize, he/she must first correctly answer a time-based mathematical skill-testing question without assistance of any kind.

- B) Validity of TDDIC Code/TDDIC is subject to verification by Sponsor, which may include Promotion participant's provision of original TDDIC bearing Code. If participant fails to timely provide original TDDIC bearing Code upon request, or if participant provides original TDDIC bearing Code but it is determined by Sponsor in its sole discretion to be incomplete, irregular or defective, parallel card prize will not be awarded to such participant.
- C) The Grand Prize winner will be selected in a random drawing, comprised of all eligible registrations received, on or about July 31, 2024. The drawing will be conducted by Sponsor at its offices in New York, New York USA or another location of Sponsor's sole choosing.

5. **PRIZES & ODDS.**

- A) For the 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 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. For purposes of these rules, the Grand Prize shall be a 1" x 1" relic card that will include game-used memorabilia.
- B) Approximately 10,000 parallel cards are available to be won. Each parallel card has an approximate retail value of \$0.50 (USD). The actual prize won may differ from the image of the parallel card in Promotion advertising (including www.topps.com) and Sponsor expressly disclaims any and all liability in conjunction therewith.
- C) Odds of a participant with a registered code from the TDDIC winning the Grand Prize depends upon the total number of eligible registrations received.
- D) Odds of a Promotion participant who registered a Code from an TDDIC winning a parallel card of selected Major League Baseball player competing in the 2024 Home Run Derby depends upon the corresponding Major League Baseball player's performance in the 2024 Home Run Derby; based on previous iterations of Major League Baseball's Home Run Derby exhibition, the odds of a given Major League Baseball player competing in the Home Run Derby exhibition winning same are [1:X].

- E) Total Approximate Retail Value of all Prizes offered in the Promotion: \$4,950.00 (USD).

Applicable taxes on prize(s) are solely winner's responsibility. 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 except that Sponsor reserves the right to substitute a prize for an alternative prize of comparable value for any reason.

6. **RELEASES.** By participating in the Promotion, and to the fullest extent permitted by law, you release and agree to hold harmless The Topps Company, Inc., MLB Entities, Player 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., and TikTok, 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 grants Sponsor, the MLB Entities, the Player Entities and each of their 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.

7. LIMITATIONS OF LIABILITY.

A) Sponsor, the MLB Entities and the Player Entities assume 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; the recordation of Code, registration information, an individual's selection of a Major League Baseball player competing in the 2024 Home Run Derby; 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) game play requests/Codes/registrations/selections of Major League Baseball players

competing in the 2024 Home Run Derby, all of which are void (and, proper submission of such Promotion materials is solely your responsibility); or

- 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 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 3(D) above), the MLB Entities or the Player Entities 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 (a natural cataclysm, riot, pandemic or epidemic, government regulations, strike, civil commotion or other event which interferes with 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. See also Rule 3(D) above.

8. **DISPUTE RESOLUTION/GOVERNING LAW/WAIVER OF JURY TRIAL.**

To the fullest extent permitted by law, by participating in the Promotion, you 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 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.

In order to obtain the name of Grand Prize winner, send a self-addressed stamped envelope to The Topps Company, Inc., c/o Marketing Dept., 95 Morton Street, New York, NY 10014 USA to be received by July 31, 2024. Canadian residents only may omit return postage.

SPONSORED BY THE TOPPS COMPANY, INC., 95 Morton Street, New York, NY 10014 USA.

The MLB Entities and the Player Entities are in no way sponsoring, administering, producing or responsible for the Promotion. As used herein, (i) “**MLB Entities**” means, collectively, Major League Baseball Properties, Inc., MLB Advanced Media, L.P., The MLB Network, LLC, 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, and (ii) “**Player Entities**” means, collectively, the Major League Baseball Players Association (“**MLBPA**”) and MLB Players, Inc. (“**MLBPI**”), each of their parent, subsidiary, affiliated and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the MLBPA and/or MLBPI, and the owners, general and limited partners, shareholders, directors, officers, members, employees and agents of the foregoing entities, including each and every Major League baseball player. .

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