

TOPPS® 2020 TRANSCENDENT PARTY TERMS AND CONDITIONS

Please read these terms and conditions carefully. These terms and conditions govern the Topps® 2020 Transcendent Party Event (“Event”). Topps’s decisions regarding the Event, including interpretation and enforcement of these terms and conditions, shall be final and binding in all respects. Your purchase of an Event ticket, reservation of your attendance at the Event, and/or your attendance at the Event constitutes your acceptance of these terms and conditions.

For more information about the Event, please contact us at support@topps.com. You may also find answers to your Event-related questions in our [Event FAQs](#).

Attendance Requirements. You must meet the following conditions to be eligible to attend the Event:

- You must have an Event ticket and proof of identification. A valid Event ticket and identification must be presented at the Event to gain admittance. Admittance will not be granted if presented tickets are determined by Topps to be counterfeit or invalid.
- You must have reserved your attendance at the Event by emailing promotion@topps.com at least 30 days prior to the Event date.
- You must be an age 18+ legal resident of the United States or Canada. Individuals under age 18 years will be allowed to attend the Event only if they are in possession of an Event ticket and are accompanied by a parent or legal guardian 18 years of age or older also in possession of an Event ticket.
- You must be at least 18 years of age to reserve a hotel room. Topps will not be obligated to provide a hotel room to anyone under 18.

Event Subject to Change or Cancellation. Topps reserves the right to postpone the Event and/or change the Event location, time, or activities if, in Topps’s sole determination, any factor outside of Topps’s control prevents or obstructs the Event from occurring as planned. Such factors outside of Topps’s control that may require Event postponement or modification include, but are not limited to, pandemic, epidemic, government order or regulation, adverse weather, labor strike or shortage, travel restrictions, natural disaster, venue shutdown or rules, or non-performance by individuals scheduled to appear at the Event. Topps shall have no obligation to provide notice of any changes to Event activities, including substitutions of special guests scheduled to appear at the Event.

No Refunds or Exchanges. You agree that you shall not receive any refund, exchange, or reimbursement if Topps postpones the Event or changes any Event activities. The Event ticket bears no cash value. If you are unable to attend the Event due to a postponement or change but possess an Event ticket, you may notify Topps prior to the Event and Topps will attempt to ship to you, at Topps’s cost, any items distributed at the Event to all Event attendees, such as gift bags, subject to you providing proof of your possession of an Event ticket to Topps’s satisfaction. Any claim for Event items based on your inability to attend the Event due to Event postponement or change that Topps

honors will render your Event ticket void; ticket holders cannot both attend the Event and submit a claim for Event items. Any claim for Event items due to your inability to attend the Event due to Event postponement or cancellation must be submitted prior the Event; any such claims submitted after the Event will not be honored. You will not be entitled to any refund, exchange, or other consideration for Event-related activities or Event giveaways requiring in-person attendance, such as hotel rooms, photographs with special Event guests or items distributed as prizes at the Event. If an Event is not postponed and occurs on its scheduled date, you will not be entitled to any refund, exchange, or other consideration (including gift bags or other items given to Event attendees) if you are unable to attend an Event. Topps will not replace or provide refunds for lost Event tickets or fraudulent tickets purchased from secondary sources.

Release of Liability and Assumption of Risk. You assume all risks of Event attendance and participation. By attending the Event, you release and hold harmless Topps, its parent companies and affiliates, and its directors, employees, agents, representatives, and any contractual partners from any liability for death, personal injury, disease, property damage, or financial loss arising from or relating to your Event attendance or participation in any Event activities unless caused by the willful misconduct of Topps. You agree that you shall not be entitled to any refund, exchange, or reimbursement of any sort if Topps cancels, changes, or postpones the Event or any Event activities, even if such postponement or modification affects your Event attendance. You agree that neither Topps nor its parent company, affiliates, directors, employees, agents, representatives, or contractual partners, shall be responsible to you for any direct, indirect, incidental, special, consequential, or exemplary damages related to the Event or your attendance or participation therein.

Reservation of Rights. The Event ticket is a revocable license and Topps reserves the right, without refund or compensation, to deny admittance and evict anyone who acts in a disorderly or inappropriate manner and/or does not adhere to the Event or venue rules, as solely determined by Topps.

Compliance with Venue Rules. By attending the Event, you agree to be bound by any rules of the Event venue.

Grant of Right of Publicity. By attending the Event, you grant Topps and its designees the perpetual right to use your image and likeness in any photograph or recording of the Event in any media throughout the world for any purpose without compensation to you.

Dispute Resolution, Governing Law. Any dispute, controversy, or claim related in any way to the Event or these Event Terms shall be submitted to confidential arbitration in New York. Arbitration under these Event Terms and Conditions shall be conducted by a single arbitrator under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, the Event or the rights and obligations of you and/or Topps shall be governed by the laws of the State of New

York. Under no circumstances will you be permitted to obtain awards for and you hereby waive 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 rights to have damages multiplied or otherwise increased.

No Waiver. The failure by Topps to enforce any provision of these Terms and Conditions in a given circumstance shall not constitute the waiver of such provision.

I acknowledge that I have read and agree to the Topps® Transcendent Party Terms and Conditions and that I consent to receive communications from Topps (by either phone or email) relating to the Transcendent Party.

Full Name: _____ **Date:** _____