

## OFFICIAL CONTEST RULES

### Loupe Presents: America's Best Card Shop™ Official Contest Rules and Legal Disclaimer

#### Introduction

By entering into the Loupe Presents: America's Best Card Shop™ contest (“**Contest**”), participant (“**Participant**”) agrees to abide by these Official Contest Rules and Legal Disclaimer and the decisions of Loupe Tech Inc. (“**Promoter**”), such decisions which are final and binding in all respects.

**No purchase necessary to enter or win. Purchase of Promoters products or services does not enhance chances of winning.**

#### Eligibility

Anyone is eligible to nominate a store for the Contest, but the criteria for an eligible store to win the Contest includes: (1) owning a brick-and-mortar store in the US, (2) owner must be 18 years or older, (3) Sports cards and memorabilia must be at least half of the stores inventory. Contest is open solely to legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers, directors, or agents of Promoter or any of Promoter's partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parents, siblings, children, and grandparents) and same household members of any such employee, officer, director, or agent, are not eligible to participate. All applicable federal, state, and local laws and regulations apply. **Void where prohibited or restricted by law.**

#### How to Enter

The general public and card store owners can nominate stores for free using the Google Form linked [here](#). All valid nominations will be automatically entered into the Contest. The last day to nominate a store will be April 30<sup>th</sup>, 2022. The Winner and Runners up will be announced in New Jersey at the National Sports Collectors Convention which is held from July 27<sup>th</sup>-July 31<sup>st</sup>. Promoter will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit of one (1) entry per person per Contest; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Any entrant using fraudulent means to participate in a Contest will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, are Promoter's sole and exclusive property. Eligibility is at the exclusive discretion of Promoter, and Promoter shall be entitled to reject any entrant for any reason or no reason at all without having to provide an explanation. Promoter reserves the right, in its sole discretion, to cancel, suspend, or terminate a Contest for any reason and without prior notice to any Participant. In such instance, Promoter may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Contest in question.

#### Provision of Materials and Information/Intellectual Property

By entering into a Contest, Participant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in

connection with the Contest and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, Promoter shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to exploit any and all such materials or information in any manner it so elects to promote the Contest, its business, brand, products and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.

### **Prizes; Selecting and Notifying Prize Winners**

The odds of winning a prize (each, a “Prize”), depend on the number of entries received.

One (1) Grand Prize: Estimated Value \$48,787

- Exclusive deal with Loupe
- Free logo/brand redesign from a professional designer
- Professionally produced promotional video about their business
- \$25,000 for the shop
- \$5,000 in product allotment for Loupe stream
- New iOS device for streaming
- \$2000 Best Buy Gift Card
- \$1,000 VistaPrint Gift Card
- Loupe sponsored Trade Night at their shop including \$500 to cover food and prize
- Athlete appearance/signing at their shop
- Paid trip for two to Miami, FL to visit Loupe HQ including \$800 for two round trip flights and \$1000 three-night hotel stay and two tickets to Dolphin’s home game
- Two VIP tickets to the National including \$1000 for three-night hotel stay + \$800 for two round trip flights

Three (3) Runner Ups: Estimated Value \$2,100 (per Runner Up)

- Exclusive Deal with Loupe
- Free logo/brand redesign from a professional designer
- Professionally produced video about their business
- New iOS device for streaming
- \$1000 Best Buy Gift Card

The Promoter shall narrow down the initial nominated entries down to 10 potential store finalists (“Potential Store Finalist”) based on the following selection criteria: connection with local community, interaction with the hobby, positivity, energy, educating newcomers to the hobby, and wholistic store experience (collectively “Selection Criteria”). A panel of Judges comprising of Loupe founder and CEO Eric Doty, Topps’ Hobby Sales Director Kevin O’Neil, Women of the Hobby co-founder and industry veteran Susan “Sooz” Lulgjuraj, Green Bay Packers running back AJ Dillon, and artist and entrepreneur DJ Skee will narrow the Potential Store Finalist down to 4 Contest Finalists. The general public will have the opportunity to vote for their favorite Contest Finalist and select the final winner and runner ups. During this process, the Contest Finalists will have an opportunity to stream on Loupe and to interact with the Loupe community. Contest Finalists will be required to sign the standard document to stream on Loupe and will be responsible for providing their own product for sale during the stream.

Promoter is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant’s account, or any other failure beyond its reasonable control. In the event of a dispute with respect to entries received from more than one user having the same e-mail address/account, the authorized owner of the account in question at the time of entry will be deemed the proper entrant.

Additionally, all winners will be posted on Promoter’s website at the conclusion of the Contest.

Each winner must show picture identification to claim his or her Prize. Any potential winner will forfeit his or her Prize if he or she: (1) fails to respond in a timely fashion to any of Promoter’s requests for information or signatures with respect the Contest or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of Promoter); or (4) is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Prize winners are solely responsible for all applicable: (1) federal, state, and local taxes; and (2) out-of-pocket expenses, associated with Prize acceptance and use. Prizes will not be substituted by Promoter for cash or other merchandise pursuant to any Prize winner’s request. Promoter, however, reserves the right to substitute alternate Prizes of comparable or equal value in its sole discretion. Subject to applicable law, **Prizes are offered “as is” without any express or implied warranty of any kind or nature**, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose. Promoter is not responsible for replacing any damaged Prizes unless such damage is caused by Promoter. Winners must look to the Prize’s manufacturer for potential guarantees or warranties of any kind.

### **Publicity**

Subject to applicable law, entrance in any Contest constitutes the Participant’s consent to Promoter and Promoter’s affiliates to use his or her name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute

any document reasonably required by Promoter to effectuate the terms hereof and failure to do so shall give rise to Promoter's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

### **Release**

Subject to applicable law, by entering into a Contest and potentially receiving a Prize, each Participant and winner agrees to release, discharge, and hold harmless Promoter, along with Promoter's employees, officers, directors, affiliates, partners, agents and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "**Claim**"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "**Loss**"), relating to or arising directly or indirectly out of his or her participation in a Contest (or related activity such as a press release), and/or Promoter's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from Promoter's (or an affiliate of Promoter's) website).

### **Limitation of Liability**

IN NO EVENT WILL PROMOTER, AND/OR PROMOTER'S PARENT, SUBSIDIARY, LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH PROMOTER, THE "**PROMOTER PARTIES**"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY PROMOTER PARTY HAS BEEN ADVISED OF THE POSSIBLY OF SUCH DAMAGES. PROMOTER PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

### **Use of Collected Materials and Information**

Promoter will be collecting, storing, and exploiting personal data about Participants to administer Contests and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into any of Promoter's Contests, Participants agree to Promoter's collection and use of their personal information. Promoter will not disclose any Participant's personal information to any non-affiliated third party. For more

information on Promoter's handling of personal information, see Promoter's Privacy Policy, a copy of which can be found at the following link: <https://loupetheapp.com/privacy>

### **Dispute Resolution**

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., **class actions suits are hereby waived by the parties**), and exclusively by the state or federal courts situated in Miami-Dade County, Florida; (2) that the laws of the state of Florida shall govern, without regard to its conflict of laws principles; and (3) that **the parties hereto waive any right to a trial by jury.**

**PROMOTER: LOUPE TECH, INC. 285 NW 26<sup>th</sup> Street, Miami, Florida 33127**

Topps Company, Inc and its related entities are in no way sponsoring, administering, producing or responsible for the Promotion.