

THE LOUPE TOP OF THE PACK OFFICIAL SWEEPSTAKES RULES AND LEGAL DISCLAIMER

Introduction

By entering into the Loupe Top of the Pack Sweepstakes (the “Sweepstakes”), participant (“Participant”) agrees to abide by these Official Sweepstakes Rules and Legal Disclaimer and the decisions of Loupe (“Promoter”), such decisions which are final and binding in all respects.

No purchase necessary to enter or win. Purchase of Promoter’s products or services does not enhance chances of winning.

Eligibility

The Sweepstakes is open solely to legal residents of the United States and the District of Columbia who are 18 years of age or older at the time of entry. **Promotion is void in Puerto Rico, Rhode Island and where prohibited by law.** 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.

How to Enter

Beginning on September 20th, 2021 through September 30th, 2021, register for a Loupe account at <https://loupe.cards> and follow the on-screen instructions. **All existing Loupe accounts will be automatically eligible to win and do not need to reregister.** Fill in all required information. 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; multiple entries by any one individual are void. Entries generated by macro, script, or other automated means are void. Entries generated by robotic, macro, script, or other automated means are void. Any entrant using fraudulent means to participate in the Sweepstakes 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 the Sweepstakes 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 Sweepstakes.

Random Drawing; Prizes; Notifying Prize Winners

A random drawing will be conducted on or about October 5th, 2021 by Promoter to select a winner (the “Winner”) from among all eligible entries received. Further details about the drawing can be found online at the following link:

<https://www.blog.loupetheapp.com/2021/08/22/top-of-the-pack/>. Odds of winning depend on the number of entries received.

Two (2) Loupe Top of The Pack Prize Packages will be awarded in total to two different winners (“Prize Package”).

Each Prize Package will consist of a mix of individual baseball cards and sealed/unopened baseball cards, with a combined approximate retail value of \$5,000.

The total approximate retail value of all prizes is \$10,000

Prizes are not transferable without the express written consent of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. No prize substitution or cash equivalent of any prize. But, Sponsor reserves the right to substitute any prize for an alternative prize of comparable value for any reason (including due to unavailability, as discussed above). All unspecified expenses are winner's sole responsibility.

Prize winners may be required to sign and return an affidavit of eligibility, a liability release and a publicity release (where lawful) within an indicated time period. In the event of noncompliance with this requirement (if applicable) or if potential winner cannot be contacted for any reason, prize will be forfeited and Sponsor shall have no liability or obligation to such person. IF ANY PRIZES ARE UNCLAIMED OR FORFEITED AND THEY WILL NOT BE AWARDED.

Subject to applicable law, the Prize is 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 the Prize if damaged unless such damage is caused by Promoter. Winner must look to the Prize's manufacturer for potential guarantees or warranties of any kind.

Publicity

Subject to applicable law, entrance in the Sweepstakes constitutes Participant's consent to Promoter and Promoter's affiliates and agents 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 Sweepstakes and potentially receiving a Prize, each Participant 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 Sweepstakes (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 SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY PARTICIPANT'S RECEIPT, USE, OR MISUSE 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 SWEEPSTAKES, THESE OFFICIAL 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 the Sweepstakes and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering into the Sweepstakes, 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://www.mlb.com/official-information/privacy-policy>

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**.

Winner's List

For a list of all Winners, send a self-addressed, stamped envelope to PO Box 370308 on or after October 17th, 2021 with your request.

SPONSORED BY LOUPE TECH, INC. 285 NW 26th Street, Miami, Florida 33127

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