

## **Redemption Program of Panini America, Inc.**

### **TERMS AND CONDITIONS**

As of 12-March, 2019, the following terms and conditions apply to your participation in the redemption program (“Redemption Program”) of Panini America, Inc. (“Panini”). Your participation in the Redemption Program indicates your acceptance of these terms and conditions. These terms and conditions may be amended at any time by Panini in its sole discretion.

A redemption card (“Redemption Card”) is a card that contains a unique code allowing the owner of the redemption card to contact Panini and request the trading card referenced on the redemption card (“Identified Trading Card” or “ITC”) or a substitute trading card (“STC”) selected by Panini in its sole discretion.

To participate in the Redemption Program, you must access Panini’s website, follow the instructions, which include the making of a redemption request (“Redemption Request”) prior to the expiration date indicated on the Redemption Card. Accepting these terms and conditions is also an acceptance of the General Terms and Conditions of Sale.

Each redemption card can be used only once. Each redemption card includes an expiration date. If you do not submit a Redemption Request prior to the expiration date, the redemption card is void and cannot be used in the Redemption Program. If the Redemption Request is submitted prior to the expiration date, then it will be considered a timely Redemption Request.

If the ITC is not available at the time of the Redemption Request, for any reason, Panini will so notify you and you will then have the choice either: 1) to wait up to six months for the ITC to become available; or 2) to request that Panini provide a substitute trading card (“STC”). If you elect to wait for the ITC to become available, Panini will attempt to provide the ITC within six months of the receipt of a timely Redemption Request. Panini makes no guarantees or warranties regarding whether the ITC will become available during the six month waiting period should you elect to wait. Regardless of your election, Panini reserves the right to send an STC after the expiration of the six month waiting period.

If the ITC does not become available during the six month period, and Panini elects to send an STC, your only option is to accept the STC.

An STC will be of an equal or greater monetary value as compared to the market value of ITC as of the time of the product release as determined by Panini in its sole discretion. Alternatively, Panini may supply two or more STCs that in total are of equal or greater monetary value as compared to the market value of ITC as of the time of the Redemption Request, as determined by Panini in its sole discretion. If you elect to request an STC and then reject the STC or STCs offered by Panini, then you shall have no further redemption rights and waive the right to receive any further compensation or alternate STC(s).

By accessing and using the Redemption Program you are representing to Panini that you are the owner, or the authorized agent of the owner, of a valid and unexpired Panini Redemption Card.

You agree that you will not provide any false or misleading information to Panini in connection with your participation in the Redemption Program and that should you do so, you will have forfeited any of your redemption rights.

You agree that a redemption card can be used only once; that Panini is not responsible for any expired, lost or stolen redemption cards or any damage thereto that prevents use of the required unique information.

These terms and conditions are governed by the laws of the State of Texas without regards to conflicts of law provisions. You agree that any claims arising from the Redemption Program shall be brought exclusively in the state or federal courts located in Dallas County, Texas. You consent to exclusive venue and personal jurisdiction in said courts for said claims. Express provisions regarding governing law and venue may also be found in the General Terms and Conditions of Sale.

#### **Limitation of Panini's Liability and Class or Representative Actions**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PANINI AND ITS AFFILIATES, OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE REDEMPTION PROGRAM WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER PANINI HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND PANINI AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AND AGENTS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

IN NO EVENT SHALL PANINI'S LIABILITY TO YOU IN CONNECTION WITH ANY REDEMPTION CARD, ITC, STC OR THIS REDEMPTION PROGRAM EXCEED THE AMOUNT OF \$1,000.