

RALLY PLAYER SUBMISSION, CONSENT, LICENSE, RELEASE & HOLD HARMLESS AGREEMENT

Last Updated: August 18, 2026

This Player Submission, Consent, License, Release & Hold Harmless Agreement (“Agreement”) applies to photographs, images, names, likenesses, biographical information, statistics, team information, logos, trademarks and other materials (“Submitted Materials”) provided to Rally Trading Cards, operated by Hank Reed Enterprises, LLC (“Rally”) for the creation, production, sale, fulfillment and promotion of customized trading cards, collectibles and related products.

By uploading or submitting information or materials to Rally and checking the required acknowledgment boxes during the submission or purchase process, you acknowledge that you have read, understand and agree to this Agreement.

1. Accuracy of Information

You represent that all information submitted to Rally, including names, hometowns, cities, states, positions, player numbers, statistics, achievements, team information and other biographical or identifying information, is accurate to the best of your knowledge.

You are responsible for reviewing information submitted to Rally and promptly notifying Rally of any errors.

Rally may rely upon the information you provide when creating products and is not responsible for independently verifying player information, statistics, achievements or other information submitted by you.

2. Rights to Photographs and Submitted Materials

You represent and warrant that:

- You own the Submitted Materials or have obtained all permissions and rights necessary to provide them to Rally;**
- You have authority to authorize Rally to reproduce and use the Submitted Materials for the purposes described in this Agreement;**
- Rally's authorized use of the Submitted Materials will not knowingly infringe another person's copyright, trademark, privacy, publicity or other rights; and**
- You have obtained any permissions reasonably necessary from photographers, copyright owners or other applicable rights holders.**

You should not upload professional photographs, copyrighted images, artwork or other third-party materials unless you have permission from the applicable rights holder to use and authorize Rally to reproduce them.

3. Permission to Use Name, Image and Likeness

You authorize Rally to use the submitted name, photograph, image, likeness, hometown, city, state, biographical information, statistics, achievements and other approved player information for the creation, design, manufacture, reproduction, marketing, sale, distribution and fulfillment of Rally trading cards, collectibles and related products.

You authorize Rally to reasonably crop, resize, retouch, color-correct, remove or replace backgrounds, format and otherwise make design modifications to Submitted Materials as reasonably necessary to create and produce Rally products.

This authorization does not transfer ownership of your original photographs or likeness to Rally.

4. Permission to Use Names, Marks and Logos

If you submit or authorize the use of any team, school, university, club, league, conference, tournament, event, sponsor or organization name, trademark, service mark, logo, insignia, uniform design, branding, artwork or other identifying material (“Marks”), you represent and warrant that you own, control or have obtained all permissions necessary to authorize Rally to use those Marks.

Subject to those rights and permissions, you grant Rally a non-exclusive license to reproduce, display, format and incorporate the authorized Marks into trading cards, team sets, collectibles, packaging, digital materials, promotional materials and related products associated with your submission.

Rally may also use authorized Marks in connection with the marketing, advertising and promotion of the applicable Rally products as permitted by this Agreement.

Submission of a Mark does not transfer ownership of that Mark to Rally. All ownership rights remain with the applicable owner.

5. Alternative Design When Marks or Logos Are Not Authorized

Rally is not required to use a school, university, team, club, league, conference, tournament, event, sponsor or organization logo, trademark or other protected Mark to create a Rally product.

If Rally does not receive appropriate authorization to use a particular Mark, or if Rally determines that use of a Mark may require additional permission, Rally may create an alternative design that does not include the protected Mark.

Subject to the permissions granted by the player or parent/legal guardian, an alternative design may identify or describe the player using authorized information such as:

- **Name;**
- **Photograph or likeness;**
- **Hometown;**
- **City and state;**
- **Position or playing category;**
- **Player number, when appropriate;**
- **Statistics and achievements;**
- **Graduation year or class year, when appropriate; and**
- **Other factual or biographical information authorized by the individual.**

Rally may also use generic colors, graphics, design elements and sport-related imagery that do not incorporate unauthorized protected Marks.

The use of a player's name, hometown, city, state or other factual information is not intended to state or imply an official sponsorship, endorsement, licensing relationship or affiliation with any school, university, team, league, conference, club or other organization.

6. Permission to Create, Manufacture and Sell Products

You authorize Rally and its authorized vendors, printers, manufacturers, technology providers and fulfillment partners to use the Submitted Materials as reasonably necessary to design, manufacture, print, reproduce, package, market, sell, distribute and fulfill Rally trading cards, team sets, collectibles and related products associated with your submission.

This authorization includes the ability to create different product formats, sizes, designs, variations, quantities and editions using the Submitted Materials, provided such uses remain consistent with the permissions granted under this Agreement.

7. Promotional and Marketing Use

You grant Rally a non-exclusive, royalty-free right to use your authorized name, image, likeness, photographs, player information and authorized Marks to advertise, market and promote Rally and the products associated with your submission.

Authorized promotional uses may include:

- **Rally websites and online stores;**
- **Social media accounts and posts;**
- **Email marketing;**
- **Digital advertising;**
- **Sales and partnership presentations;**
- **Product photography;**
- **Examples and samples of Rally products;**

- Event displays and signage;
- Promotional graphics and videos;
- Public relations and media materials; and
- Other Rally advertising and marketing materials.

Unless separately agreed in writing, Rally may create new promotional uses of the Submitted Materials for up to one (1) year from the date of the applicable purchase or submission.

Materials lawfully created, published, posted, printed or distributed during the authorized one-year period do not have to be recalled, deleted, removed or destroyed when the one-year promotional period expires.

However, Rally will not create new promotional uses of the Submitted Materials after the promotional authorization expires without obtaining additional permission when required.

The one-year promotional limitation does not prevent Rally from retaining records or materials as reasonably necessary for order fulfillment, customer service, legal compliance, recordkeeping, archival purposes or protection of Rally's legal rights.

8. Adults and Minors

If you are 18 years of age or older, you represent that you have the legal authority to enter into this Agreement and grant the permissions described herein.

If the individual featured in the Submitted Materials is under 18 years of age, acceptance of this Agreement must be provided by that individual's parent or legal guardian.

By accepting this Agreement on behalf of a minor, the parent or legal guardian represents and confirms that:

- They are the minor's parent or legal guardian;
- They have legal authority to provide consent on behalf of the minor;
- They authorize Rally to use the minor's name, photograph, image, likeness and approved information;
- They authorize Rally to create, manufacture, market, sell, distribute and fulfill the applicable products featuring the minor;
- They authorize Rally to make reasonable design modifications to submitted photographs as described herein; and
- They authorize the promotional and marketing uses described in this Agreement.

A minor should not independently provide the consent required under this Agreement.

9. Prohibited and Inappropriate Content

You may not upload, submit, transmit or otherwise provide to Rally any photograph, image, video, text, logo, artwork, information or other material that Rally reasonably determines to be:

- **Obscene, pornographic, sexually explicit or indecent;**
- **Hateful, discriminatory, harassing, threatening, defamatory or abusive;**
- **Violent, graphic or otherwise inappropriate;**
- **Illegal or promoting unlawful activity;**
- **Infringing upon another person's or organization's copyright, trademark, privacy, publicity or other rights;**
- **Fraudulent, intentionally misleading or impersonating another person;**
- **Exploitative of a minor or otherwise inappropriate involving a minor;**
- **Malicious or designed to compromise Rally's website, technology or systems; or**
- **Otherwise inconsistent with Rally's reasonable brand standards, community standards or legitimate business interests.**

Rally reserves the right, in its sole reasonable discretion, to reject, remove, delete or refuse to print, manufacture, publish, promote, distribute or fulfill any submission or product containing prohibited or inappropriate material.

Rally may cancel or suspend an order, submission or account associated with prohibited content and, when appropriate, restrict an individual from making future submissions.

Submission of prohibited material does not create any obligation for Rally to retain, return, reproduce, manufacture or distribute that material.

Nothing in this Agreement requires Rally to use, print, publish, manufacture or distribute Submitted Materials simply because those materials were successfully uploaded, submitted or accepted through Rally's website.

10. No Guarantee of Publication, Production or Sales

Submission of materials does not guarantee that Rally will produce, publish, manufacture, sell, distribute or promote a particular trading card, collectible or related product.

Rally reserves the right to reject, remove or decline to use Submitted Materials that Rally reasonably believes are inappropriate, unlawful, technically unsuitable, inaccurate, unauthorized or potentially infringing upon the rights of another party.

11. Third-Party Rights

You agree not to knowingly submit photographs, Marks, logos, artwork, names or other materials that violate another person's or organization's copyright, trademark, privacy, publicity or other intellectual-property rights.

If Rally receives a credible complaint or otherwise becomes aware of a potential rights issue involving Submitted Materials, Rally may suspend or discontinue the production, promotion, distribution or sale of affected products while the matter is reviewed.

Rally may also substitute a non-branded or alternative design as described in Section 5.

12. No Implied Affiliation or Endorsement

Unless Rally has entered into an applicable license, partnership, sponsorship or other written authorization, the creation of a Rally product featuring an individual athlete does not represent or imply that Rally is officially sponsored, endorsed, licensed, approved by or affiliated with the athlete's school, university, team, club, league, conference, event or other organization.

13. Indemnification and Hold Harmless

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless Rally Trading Cards, Hank Reed Enterprises, LLC, and their respective owners, officers, employees, contractors, agents, vendors, printers, manufacturers, technology providers and fulfillment providers from and against third-party claims, demands, actions, damages, liabilities, losses, judgments, settlements, costs and reasonable attorneys' fees arising out of or relating to:

- Submitted Materials provided by you;**
- Your breach of any representation, warranty, obligation or agreement contained in this Agreement;**
- Your lack of ownership, authorization, permission or legal authority to submit or authorize the use of any photograph, image, name, likeness, logo, trademark, Mark, artwork or other material;**
- Any allegation that Submitted Materials provided by you infringe or violate a third party's copyright, trademark, right of privacy, right of publicity or other legal right;**
- Inaccurate or misleading information knowingly or negligently provided by you;**
- Your submission of prohibited, unlawful, fraudulent or unauthorized materials; or**
- Your violation of applicable law in connection with your submission or use of Rally's services.**

This indemnification and hold harmless obligation applies only to the extent that the applicable claim arises from your acts, omissions, Submitted Materials or breach of this Agreement.

You will not be required under this provision to indemnify Rally for claims to the extent resulting from Rally's unauthorized use of Submitted Materials, Rally's material breach of this Agreement, or Rally's gross negligence or willful misconduct.

Rally reserves the right, at its expense, to assume control of the defense of any matter otherwise subject to indemnification under this Agreement, and you agree to reasonably cooperate with Rally in connection with the defense or resolution of such matter.

14. Release

To the fullest extent permitted by applicable law, you authorize the uses expressly described in this Agreement and release Rally and its authorized vendors, printers, manufacturers, fulfillment providers and service providers from claims arising solely from the authorized use of the Submitted Materials in accordance with this Agreement.

Nothing in this Agreement releases Rally from liability that cannot legally be waived or authorizes Rally to use Submitted Materials beyond the permissions granted herein.

15. Electronic Consent and Records

Checking the required acknowledgment boxes and clicking “Submit,” “Continue,” “Place Order,” “I Agree,” “Accept” or a similar button constitutes your electronic acceptance of this Agreement.

Your consent becomes effective on the date and time your electronic acknowledgment is submitted.

Rally may maintain electronic records reasonably necessary to document acceptance, including the individual's name, date and time of acceptance, applicable order or submission information and the version of this Agreement accepted.

16. Contact

Questions regarding Submitted Materials, permissions, removal requests or this Agreement may be directed to Rally Trading Cards through the contact information provided on the Rally website.

REQUIRED ACKNOWLEDGMENTS

Before completing a player submission or applicable purchase, the submitting individual is required to affirm:

Electronic Acceptance

By checking the required boxes and completing the submission, I acknowledge that my electronic acceptance is intended to constitute my consent to and acceptance of this Agreement