

## **Callaway Golf® – Win the Ultimate Fan Experience Sweepstakes Official Rules**

**NO PURCHASE, PAYMENT OF ANY KIND OR DEMO IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OF ANY KIND OR DEMO WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PARTICIPATION IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE INELIGIBLE OR NOT LOCATED IN THE 50 U.S./D.C. OR CANADA AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.**

**SWEEPSTAKES BEGINS AT 6:00:00 AM PACIFIC TIME ("PT") ON APRIL 8, 2018 AND ENDS AT 9:00:00 PM PT ON MAY 19, 2018 ("PROMOTION PERIOD").**

**Sponsor:** The Callaway® Golf – Ultimate Fan Experience Sweepstakes (the "Sweepstakes") is offered, operated and administered by Callaway Golf Sales Company ("Sponsor"), 2180 Rutherford Road, Carlsbad, CA 92008.

**Terms and Conditions:** By participating in this promotion, each participant ("Entrant") agrees to be bound by these terms and conditions ("Official Rules").

**How to Enter:** During the Promotion Period, visit the following URL and follow instructions to register by providing your name, email address, date of birth, mailing address, and/or any other information requested by Sponsor, [www.CallawayGolf.com/UlimateFan](http://www.CallawayGolf.com/UlimateFan). Entries must be received by 9:00:00 PM PT on May 19, 2018. All entries are subject to Sponsor's Privacy Policy at <http://www.callawaygolf.com>. If you are selected as a winner, your information may also be included in a publicly-available winner's list. All entries become the sole property of Sponsor. Entrants who do not follow all of the instructions, provide the required information in their registration, fully complete and/or abide by these Official Rules or other instructions of Sponsor may be disqualified, all in Sponsor's sole discretion.

Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple e-mail addresses nor may Entrants use any other device or artifice to enter multiple times or as multiple entrants. Any Entrant who attempts to enter with multiple e-mail addresses, under multiple identities, or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's sole discretion. Multiple Entrants are not permitted to share the same e-mail address. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the Entrant, the authorized account holder of said e-mail account at the time of entry will be considered the Entrant. "Authorized Account Holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Potential winner may be required to show proof of being the Authorized Account Holder.

**Eligibility:** This Sweepstakes is only open to: (i) permanent legal residents of the fifty (50) states of the United States and D.C. (excluding Guam, Puerto Rico, all other U.S. foreign territories and possessions), (ii) who are physically located and residing therein, (iii) who have reached the age of majority in his/her state/province/territory of residence at the time of entry into the Sweepstakes, (iv) who possess a valid Social Security, personal tax I.D. number or Social Insurance Number issued by the appropriate government agency, and (v) who have a valid email address. Employees, contractors, directors, agents, officers, successors, and assignees of Callaway Golf Sales Company ("Sponsor"), its parent company, subsidiaries or affiliates, multiple service providers, distributors, retailers, retail sales representatives, advertising or promotion agencies, those involved in production, development, implementation or handling of the Sweepstakes, and any agents acting for the above entities, and their respective parent companies, officers, directors, subsidiaries, affiliates, service providers, prize suppliers, or any other person or entity associated

with the Sweepstakes (collectively "Sweepstakes Entities") and members of their immediate families (spouses, domestic partners, children, siblings, parents) and/or persons living in the same household as such persons, whether related or not are ineligible to enter or win the Sweepstakes.

**Drawing:** One grand prize winner ("Grand Prize Winner"), Three Second Prize "Second Prize Winners" and Five Third Prize "Third Prize Winners" will be selected on or around May 23, 2018 in a random drawing from among all eligible entries received during the Promotion Period. Drawing will be conducted by Sponsor or its designee, whose decisions will be final and binding in all respects.

**Prizes:** One Grand Prize: The Grand Prize Winner may choose from one of the following as the grand prize ("Grand Prize"):

(a) A three day, two-night trip for the Grand Prize Winner and one guest to New York City, NY. The trip includes: (i) round trip airfare for Grand Prize Winner and one guest; (ii) two nights hotel accommodations in New York City, NY (in one double occupancy, standard hotel room), (iii) helicopter ride to the U.S. Open at Shinnecock Hills for the Grand Prize Winner and one guest; (iv) two 1895 Club passes to the final round on Sunday, 6/17/18 for the Grand Prize Winner and one guest; (v) two Broadway show tickets; (vi) full Callaway club fitting at Grand Prize Winner's local Golf Galaxy or DICK'S Sporting Goods for the Grand Prize Winner; (vii) Callaway Golf apparel up to \$500 value. The Trip Option also includes round-trip air transportation for two from the major airport nearest to Grand Prize Winner's primary residence in the United States (as determined by Sponsor in its sole discretion) to the closest airport at the selected destination, and ground transportation for two to and from the destination hotel and airport (the Trip Option **does not** include transportation to and from the airport nearest to Grand Prize Winner's primary residence). If Grand Prize Winner's primary residence is within a three-hour drive of the selected destination, Grand Prize Winner and guest will be provided ground transportation in lieu of the round-trip air transportation described above, at Sponsor's sole discretion, and no additional cash compensation will be given to Grand Prize Winner or guest in such event. ***Travel dates must take place June 16-18, 2018.*** Approximate retail value ("ARV") of the Trip Option is estimated at **\$9,500 USD**. Actual ARV will vary based on airfare fluctuations and distance between departure and destination and other factors. Any difference between stated ARV and actual value of the Trip Option will not be awarded. **Grand Prize Winner and guest must travel on dates selected by Sponsor or the Grand Prize Winner and guest may forfeit the prize; no alternative travel dates are available.** Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract or other documentation. All prize details not specified in the Official Rules will be determined in Sponsor's sole and absolute discretion. Selection of airline, departure and arrival airport, and hotel is solely within Sponsor's sole discretion. All expenses and incidental travel costs not expressly stated in the Trip Option package description above, including but not limited to, additional ground transportation, meals, gratuities, luggage fees, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, security fees, taxes and all other expenses are solely the responsibility of Grand Prize Winner. Grand Prize Winner and/or guest will be required to provide a valid major credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. If Grand Prize Winner is eligible, but a minor in his/her state of residence, one of his/her travel guests must be winner's parent or legal guardian. All travel companions must be 18 years of age or older as of the date of departure and must travel on same itinerary and at the same time as the Grand Prize Winner. A minor who is not 18 years of age or older may accompany Grand Prize Winner as a travel guest only if the Grand Prize Winner is the minor's parent or legal guardian and such parent or legal guardian must sign and return all required documentation. Minors must be accompanied by minor's parent or legal guardian at all times during trip (including, but not limited to, in-flight, during rounds, and all prize-related events). All travelers must execute liability/publicity

releases prior to issuance of travel documents, except where prohibited by law. Once travel guests are selected, they may not be substituted, except in Sponsor's sole and absolute discretion. Grand Prize Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license and/or passport) required for travel. Other travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for any fees or additional charges resulting from winner's or guest's change to itinerary or accommodations. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. Grand Prize Winner and guests are responsible for obtaining his/her own medical and life insurance and the associated costs. All travel is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security, as required. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Additional prize award details and travel information to be provided to the Grand Prize Winner at the time of notification. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. **Travel must be completed June 16-18, 2018; OR**

(b) alternatively, and in lieu of the trip, a single lump sum payment of **\$3,000 USD**. Payable in the form of a check to the Grand Prize Winner (the "Cash Alternative").

Three Second Prizes: Three (3) "Second Prize Winners" will each receive one (1) Callaway Golf Shinnecock Hills 2<sup>nd</sup> Major Golf Bag and one (1) set of head covers. **ARV of Second Prize: \$650 USD**

Five Third Prizes: Five (5) "Third Prize Winners" will each receive one (1) Callaway Customs Rogue Driver. **ARV of Second Prize: \$599.99 USD**

Grand Prize, Second Prize and Third Prize winners are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or any portion thereof) for one of equal or greater value if the designated prize should become unavailable for any reason. **Grand Prize Winner and guest, Second Prize and Third Prize winners are responsible for all federal, state, and/or local taxes and fees and costs associated with prize receipt and/or use, regardless of whether it is, in whole or in part, used. Grand Prize Winner and guest, Second Prize and Third Prize winners may be issued an IRS form 1099 by Sponsor for the value of the prize awarded. Grand Prize Winner and guest, Second Prize and Third Prize winners should seek the advice of a tax specialist in connection with this Promotion.** The Grand Prize Winner and guest, Second Prize and Third Prize winners may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Limit: One prize per winner/person/household.

**Notification and Collection of Prize:** The potential Grand Prize, Second Prize and Third Prize winners will be notified by email or phone call within around twenty-four hours of the prize drawing. Potential Grand Prize Winner is subject to verification, including verification of age, and must meet all eligibility requirements before the Grand Prize, Second Prize and Third Prize winners will be awarded. If a potential Grand Prize Winner is found not to be eligible or not in compliance with these Official Rules, if attempted notification or any prize is returned as undeliverable, if any required documents are not returned within the required number of days, if a potential Grand Prize Winner cannot be verified, or if a Grand Prize Winner is otherwise unable or unwilling to accept and claim the prize as stated, then such Grand Prize Winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. In the event that a potential Grand Prize Winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly. If needed, up to six alternate winners will be selected for any prize. If any prize remains unawarded after six alternate winners have been selected and notified, Sponsor

reserves the right to not award that prize. Each potential Grand Prize Winner must follow the directions contained in the Prize Acceptance Form provided by Sponsor and email or fax all completed forms, correctly filled out and signed, and provide any additional information that may be required, to Sponsor within three days of notification as a potential Grand Prize Winner, including, but not limited to, an Affidavit of Eligibility/Further Release of Liability and Publicity Rights (where legal). Failure to respond within the time specified or other non-compliance with these Official Rules will result in disqualification as a potential Prize Winner and void further participation in the Sweepstakes. If a selected Entrant cannot be contacted in a timely fashion, or if for any reason a prize cannot be awarded, another Sweepstakes entry will be randomly selected until the prize has been awarded. Sponsor is not responsible for any failure for any reason whatsoever of the selected Entrant to receive notification or for Sponsor's failure to receive a selected Entrant's response. Prize won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Receiving a prize is contingent upon compliance with these Official Rules. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

**Winners' List:** The name of the Grand Prize, Second Prize and Third Prize winners will be available online at <http://www.callawaygolf.com/global/en-us/specialoffers/SpecialOffers-Winners.html> within 30 business days of drawing and will be available until June 30, 2018.

**Publicity, Data Collection and Privacy:** To the fullest extent allowed by law, by accepting the prize, the Grand Prize Winner and guest, Second Prize and Third Prize winners consents (and agrees to confirm in writing, if requested) to the use of his/her name, address, photograph, voice, and/or likeness by Sponsor and anyone authorized on their behalf, for purposes of advertising, promotional, or trade purposes in any and all media now known or hereinafter invented, without territorial or time limitations and without additional compensation. By entering the Sweepstakes, all Entrants consent to Sponsor's collection, use and disclosure of personal information to any third party for the purposes of administering the Sweepstakes and, unless otherwise specified, for consumer research and marketing purposes. To the extent permitted by law, upon entering into this Sweepstakes, each Entrant agrees to Sponsor's use of his/her personal information, as described in its Privacy Policy and Legal Statement located at: <http://www.callawaygolf.com>.

**Release:** To the fullest extent allowed by law, by receipt of the Grand Prize, the Grand Prize Winner (or their parent or legal guardian if an eligible Entrant) and guests, Second Prize and Third Prize winners agree (and agree to confirm in writing) to: (a) release and hold harmless the Sweepstakes Entities, the United States Golf Association from and against any and all liability, loss, damage, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes, or receipt or use or misuse of any prize, including any travel and participation in the activities related thereto; (b) under no circumstances will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing and other releases contained herein are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**General Conditions:** Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed computer transmissions or faulty network connections, whether human or technical in nature. Sponsor is not responsible for late, incorrect, lost, incomplete, damaged, or misdirected Entries or entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in connection with this Sweepstakes, or for any other reason. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering or fraud with any portion of this Sweepstakes, or if technical difficulties compromise any portion of the Sweepstakes or the integrity of the Sweepstakes (all as determined in Sponsor in its sole discretion), Sponsor reserves the right to suspend, modify or terminate the Sweepstakes. In the event of suspension, modification or termination, Sponsor reserves the right, at its sole discretion, to determine the Grand Prize, Second Prize and Third Prize winners from among all eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. **Caution: any attempt by an Entrant or any other individual to deliberately damage any website, tamper with the entry process, or otherwise undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.** In the event the Sponsor or any of Sponsor's affiliates are prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes or the award of any prize is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or Sponsor's affiliates' control (each a "Force Majeure" event), the Sponsor and Sponsor's affiliates shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor or Sponsor's affiliates, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor and Sponsor's Affiliates reserve the right, but shall have no obligation, to award the prizes from among all valid and eligible Entries received up to the time of such Force Majeure event and/or to reschedule the date and/or location of delivery of any prize.

**Governing Law:** By entering, Entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules.

**Arbitration of Disputes:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location in San Diego County, California as determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were

not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. In such event, Entrant consents to the jurisdiction and venue of the federal, state and local courts located in San Diego County, California. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within 60 days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. The prevailing party shall be entitled to an award by the arbitrator of reasonable attorneys' fees and other costs reasonably incurred in connection with the arbitration. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

**Conflicts:** To the extent of a conflict between the terms of these Official Rules and the terms contained on any marketing or promotional materials, Entry forms or abbreviated rules, these Official Rules shall apply and control. If any provision of these Official Rules shall be held by any arbitrator or court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of these Official Rules shall continue in full force and effect.

**Official Rules/Names of Winners:** To receive the names of the winners (after May 23, 2018) or a copy of these Official Rules, send a self-addressed stamped envelope to: Callaway Ultimate Fan Experience Sweepstakes, "Official Rules" or "Names of Winners" (Specify which), 2180 Rutherford Rd., Carlsbad, CA 92008. All requests must be received by June 30, 2018. Winners' names will also be posted on Website.

**Sponsor:** Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, California 92008.