

Callaway Golf® – A.I. The Future of Performance 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 PROMOTION 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. AT THE TIME OF ENTRY. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.

PROMOTION BEGINS AT 8:00:00 AM PACIFIC TIME ("PT") ON JANUARY 26, 2021 AND ENDS AT 9:00:00 PM PT ON FEBRUARY 21, 2021 ("PROMOTION PERIOD").

Sponsor: The Callaway® Golf – A.I. The Future of Performance promotion (the "Promotion") is offered, operated and administered by Callaway Golf Sales Company ("Sponsor"), 2180 Rutherford Road, Carlsbad, CA 92008.

Agreement to Official Rules: Participating in the Promotion constitutes your ("Entrant") full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Receiving a prize is contingent upon your fulfillment of all requirements set forth herein.

How to Play: During the Promotion Period, there are two ways to sign up:

- (1) Visit a participating retailer (for a list of participating retailers, visit CallawayGolf.com), get fit and ask for the URL to sign up.
- (2) Mail a self-addressed stamped envelope to: Callaway Golf, Retail Marketing A.I. The Future of Performance Promotion, 2180 Rutherford Road, Carlsbad, CA, 92008 with your hand printed name, address, phone number, email address and date of birth. Requests must be postmarked by February 22, 2021 and received by March 1, 2021. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, stolen, postage-due or misdirected mail. No facsimiles or mechanical reproductions of entries or envelopes or stamped entries or envelopes allowed. Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion.

There is a limit of one (1) entry per person/household/address, regardless of method of participation (i.e., if two (2) individuals live at the same address, only one (1) is eligible to enter the Promotion) during the entire Promotion Period.

All entries become the sole property of Sponsor. Entrants who do not follow all of the instructions, provide the required information in their mail-in form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified, all in Sponsor's sole discretion. An entrant is not a winner of any prize, even if a winning prize message or any other aspect of the Promotion should so indicate, unless and until the entrant's eligibility and the potential winning claim have been verified.

Eligibility: This Promotion 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 /territory of residence at the time of Promotion (and are at least 18), and (iv) who possess a valid Social Security, personal tax I.D. number or Social Insurance Number issued by the appropriate government agency. Employees, contractors, directors, agents, officers, successors, and assignees of Sponsor, its 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 promotion, 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 promotion and members of their immediate families (spouses, domestic partners,

parents and children and siblings and their respective spouses) and/or persons living in the same household as such persons, whether related or not, are ineligible.

Drawing: Potential winners (collectively, "Winner(s)") will be selected in a random drawing to be held on or about March 2, 2021 from all eligible entries received. Odds of winning depend on the number of eligible entries received. Sponsor's decision with respect to winner determination is final and binding. Potential winners will be notified by phone and/or e-mail with instructions on how to claim the prize and must respond to the initial notification within twenty-four (24) hours of that notification.

Prize: The prizes ("Prize(s)") available to be won in this Promotion are as follows: one (1) grand prize, and one hundred (100) first prizes. **Limit:** One (1) prize per person. Details are as follows:

- Grand Prize (1): Grand Prize Winner may choose from one of the following as the grand prize ("Grand Prize"):
 - (a) a backyard watch party to take place during one (1) day of the 2021 U.S. Open "June Major", June 17 – 20, 2021. The Grand Prize package includes (i) rented big screen television or projector set up with audio, (ii) rented outdoor seating arrangements for up to 20 people, depending on size of winner's backyard (iii) rented outdoor golf simulator, (iv) rented yard games, (v) catered food and beverages for up to 20 people. The "Grand Prize" must take place during the 2021 "June Major"; no alternate dates available. Approximate retail value ("ARV") of the Grand Prize is estimated at **\$15,800 USD**. Actual ARV will vary based on number of attendees. Any difference between stated ARV and actual value of the Grand Prize will not be awarded. All prize details will be determined in Sponsor's sole and absolute discretion, including, but not limited to, caterers, menu and make and model of the audio visual equipment.

Winner must currently own or reside in a property with access to a backyard. If required, winner must show proof of ownership and/or a lease agreement for the property on which the backyard watch party will take place. All costs and expenses associated with prize acceptance and use not expressly stated in the Grand Prize description above, including but not limited to, additional food and beverages, gratuities, surcharges, service fees, and taxes are solely the responsibility of Grand Prize Winner.

Once backyard watch party date is selected, it may not be changed, except in Sponsor's sole and absolute discretion. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by catering company or third party service provider including any results thereof such as changes in services necessitated by same.; **OR**

- (b) a single lump sum payment of **\$6,000 USD**. Payable in the form of a check to the Grand Prize Winner.

The Grand Prize Winner will be issued an IRS form 1099 by Sponsor for the actual value of the prize awarded. Grand Prize Winner should seek the advice of a tax specialist in connection with this Promotion.

First Prizes (100): \$50 Topgolf Gift Card or credit voucher at any U.S. Topgolf establishment. Terms and conditions apply to use. **ARV of Topgolf Gift Card: \$50 USD each.** Card is issued by and represents an obligation of Topgolf Pro, LLC. Purchase or use of card constitutes acceptance of the following terms. Card cannot be redeemed until activated. Purchases made with the card will be deducted from the balance until it reaches \$0.00. Card is redeemable at any Topgolf location in the United States. Not valid at Swing Suite or Toptracer Range locations. It cannot be redeemed for cash except where required by law. Treat card as cash, as it will not be

replaced if lost or stolen, except where required by law. Card has no expiration date and incurs no dormancy fees. Topgolf reserves the right to amend these terms from time to time, as provided at topgolf.com. Cannot be used toward payment for parties, events, Platinum Memberships, online reservations or shop.topgolf.com

Maximum Total ARV of all prizes: \$11,000 - \$20,800, depending on Grand Prize selected by Grand Prize winner.

General Prize Conditions/Terms (applicable to all prizes): Prizes 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 comparable or greater value for any reason. **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.** 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. Winner must accept prize as stated or prize may be forfeited in its entirety. The difference between any stated value and actual value will not be awarded to winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Non-cash prizes cannot be redeemed for cash.

Winner Notification: You are not a winner until verified by the Sponsor in accordance with these Official Rules, and you have fully complied with these Official Rules. All potential winners must (1) go to CallawayGolf.com/FitForPerformance to submit their name, address, phone number, email address and date of birth **or** (2) Mail a self-addressed stamped envelope to: Callaway Golf, Retail Marketing A.I. The Future of Performance Promotion, 2180 Rutherford Road, Carlsbad, CA, 92008 with your hand printed name, address, phone number, email address and date of birth. Requests must be postmarked by February 22, 2021 and **received by March 1, 2021**. No responsibility is assumed by Sponsor for lost, late, illegible, incomplete, stolen, postage-due or misdirected mail. No facsimiles or mechanical reproductions of entries or envelopes allowed. **Limit** one (1) entry per person. If for any reason, any potential winner does not submit their information by the time/date specified, or any prize remains unclaimed after 9:00:00 PM PT on March 1, 2021, Sponsor reserves the right to not award that prize. Prizes will be arranged directly between Callaway Golf and the Winner. All Winners are subject to verification, including verification of age, and must meet all eligibility requirements before the prize will be awarded. If a potential Winner is found not to be eligible or not in compliance with these Official Rules, if any required documents are not returned within the required number of days, if a potential Winner cannot be verified, or if a potential Winner is otherwise unable or unwilling to accept and claim the prize as stated, then such potential Winner may be disqualified and the prize may be forfeited in Sponsor's sole discretion. **No replacement winner will be awarded. UNCLAIMED PRIZES WILL NOT BE AWARDED.** Each potential Winner must follow the directions contained in the Prize Acceptance Form provided by Sponsor after winner claims his/her prize 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 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 Winner. Released Parties are not responsible for any failure for any reason whatsoever of a potential Winner to receive notification or for Sponsor's failure to receive a potential Winner's response. Receiving a prize is contingent upon compliance with these Official Rules. Released Parties (as defined below) are not responsible for any change of email address, mailing address and/or telephone number of Entrants.

Winners' List: The names of the Winners will be available online at <http://www.callawaygolf.com> within 30 business days of the Winner's eligibility being verified and confirmed, until June 30, 2021.

Publicity Grant: To the fullest extent allowed by law, by accepting a prize, each winner 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, notification or permission.

Data Collection and Privacy: To the extent permitted by law, upon entering into this Promotion, 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: By entering, Entrants agree: (a) to release and hold harmless Sponsor, its parent company, subsidiaries, affiliates, suppliers, distributors, retailers, advertising/contest agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") 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 Promotion, or receipt or use or misuse of any prize, including any travel and participation in the activities related thereto.

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: Released Parties assume no responsibility for e-mail, mail, requests, prize claims or other communications that are late, lost, stolen, damaged, mutilated, separated, incomplete, illegible, postage due, or misdirected or 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 are not responsible for late, incorrect, lost, incomplete, damaged, or misdirected entries or entry information whether caused by users or by any of the equipment or programming associated with or utilized in the Promotion, or for any other reason or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prize or in any Promotion-related materials.. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering or fraud with any portion of this Promotion, or if technical difficulties compromise any portion of the Promotion or the integrity of the Promotion (all as determined in Sponsor in its sole discretion), Sponsor reserves the right to suspend, modify or terminate the Promotion and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. **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 Promotion 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 Promotion, or the integrity and/or feasibility of the Promotion 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, 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 Promotion without notice or further obligation. If the Sponsor or Sponsor's affiliates, in their discretion, elect to abbreviate, cancel or terminate the Promotion 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.

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 Promotion, 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 Promotion 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, 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.

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