

**Callaway Golf® – Go Rogue Scratch-and-win Instant Win Game
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 CANADA ONLY AND WILL BE GOVERNED BY CANADIAN LAW. DO NOT ENTER IF YOU ARE INELIGIBLE OR NOT LOCATED IN CANADA AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

GAME BEGINS AT 5:00:00 AM PACIFIC TIME ("PT") ON MAY 28, 2018 AND ENDS AT 9:00:00 PM PT ON JUNE 17, 2018 ("PROMOTION PERIOD"), OR WHEN ALL GAME PIECE SUPPLIES HAVE BEEN EXHAUSTED, WHICHEVER OCCURS FIRST.

Sponsor: The Callaway® Golf – Scratch-and-Win Instant Win Game (the "Game" or "Instant Win Game") is offered, operated and administered by Callaway Golf Canada ("Sponsor"), 280 Hillmount Road, Unit 1&2, Markham, Ontario Canada L6C3A1.

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

How to Play: During the Promotion Period, there are two ways to obtain a Scratch-and-win game piece card ("Card") as follows (Cards will only be available while supplies last):

- (1) Visit a Golf Town location and ask for a scratch-and-win Card to receive one (1) Card, **while supplies last.**
- (2) Mail a self-addressed stamped envelope to: Callaway Golf, Retail Marketing GO ROGUE Scratch-and-Win Game, 280 Hillmount Road, Unit 1&2, Markham, Ontario Canada L6C3A1 with your hand printed name, address, daytime and evening phone number, and date of birth. Requests must be postmarked by June 17, 2018 and received by June 24, 2018. **While supplies last**, one (1) Scratch-and-win Card will be mailed back to you at the address provided on your self-addressed envelope. 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) free game piece request/stamped outer envelope.

TO PLAY THE GAME: Scratch off the Card to reveal the prize message. If the Card states "WINNER," you win the prize stated on the game piece (subject to verification). If the Card states "50% TRADE-IN BONUS," you are not a winner.

There is a limit of one (1) Card/play per person during the entire Promotion Period, regardless of how Card was obtained. Any attempt to submit and/or obtain more than the maximum number of plays/Cards using multiple/different identities or any other methods may void that individual's entry.

All Entries are subject to Sponsor's Privacy Policy at <http://www.callawaygolf.com>. If you are a winner, your information may also be included in a publically-available winner's list. All mail-in 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 Game should so indicate, unless and until the entrant's eligibility and the potential winning claim have been verified.

Eligibility: This Game is only open to: (i) permanent legal residents of Canada, (ii) who are physically located and residing therein, (iii) who have reached the age of majority in his/her territory of residence at the time of play in the Game, 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 Callaway Golf Sales Company ("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 Game, 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 Game (collectively "Game 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 Game.

Odds: Odds of winning a Grand Prize (1): 1 in 6,000. Odds of winning a first place Prize (3): 1 in 2,000, Odds of winning a second place Prize (100): 1 in 60.

Verification: All potentially winning game piece Cards are subject to verification at the sole discretion of the Sponsor. Only Callaway Golf® – Go Rogue Scratch-and-win Instant Win game piece Cards distributed by Sponsor at participating Golf Town locations or via mail-in requests during the duration of the Game will be accepted and may not be combined with those from any other game. Anti-fraud detection devices may be used to verify winners. Game piece Cards will be void if they fail to pass anti-fraud detection measures, or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, torn, stolen, unissued, unauthorized, traded, bartered, sold, illegitimately obtained or illegible in any way, or if disassembled, or if they fail to contain authorized special markings and/or security codes, or if defective or if they contain printing or other mechanical errors or are printed or produced in error. No prizes will be awarded to the holder of a void game piece Card and Sponsor's sole liability in respect thereof will be to replace the void game piece Card with another randomly selected piece Card, while supplies last.

All submitted game materials/game piece Cards become property of Sponsor, and will not be returned. No more than stated number of prizes will be awarded. In the event that production, seeding, printing or mechanical or other errors or any other reasons cause more than stated number of prizes, set forth in these Official Rules, to be available and/or claimed in any prize category, Sponsor reserves right to award only the stated number of prizes by a random drawing from among all valid prize claims. **DO NOT SHOW OR GIVE ANY PRIZE WINNING OFFICIAL GAME PIECE CARDS TO ANY RETAIL PERSONNEL. RETAIL PERSONNEL ARE NOT AUTHORIZED TO VERIFY OR REDEEM CLAIMS FOR THESE PRIZES.**

Prize: The prizes ("Prize(s)") available to be won in this Game are as follows: one (1) grand prize, three (3) first place prizes, one hundred (100) second place prizes (collectively, "Winner(s)"). **Limit:** One (1) prize per person/winner. Details are as follows:

- **Grand Prize (1):** Up to one (1) verified grand prize winner ("Grand Prize Winner") may choose from one of the following as the grand prize ("Grand Prize"):
 - (a) a 6 day, five night trip for the Grand Prize Winner and one guest to a PGA Tournament to be determined at the sponsors discretion, to meet Sergio Garcia and receive a behind the scenes tour of the Callaway Tour Truck (the "Trip Option"). The Trip Option includes: (i) five nights hotel accommodations in city to be determined (in one double occupancy, standard hotel room), (ii) meet and greet with Sergio Garcia in the Callaway Tour Truck, (iii) 2 tickets to the PGA Event in market Thursday - Sunday, (iv) a fitting for 1 at the closest Callaway Master Staff Account, (v) one (1) set of 14 Callaway clubs and golf bag (vi) a total of \$500 in the form of a check made payable to the Grand Prize Winner, which may be used towards meals and incidentals. The Trip Option also includes round-trip air transportation for two from the major airport nearest to Grand Prize Winner's primary residence in Canada (as determined by Sponsor in its sole discretion) to the closest airport to the determined PGA Event, and ground transportation for two to and from the hotel and airport (the Trip Option **does not** include transportation to and from the airport nearest

to Grand Prize Winner's primary residence). **Travel must be completed by 9/30/2018 ("Travel Completion Date"); no alternate dates available.** If for any reason, the Grand Prize Winner cannot travel to the PGA Event location and complete the trip prior to the Travel Completion Date, the Grand Prize may be forfeited, as determined by Sponsor in its sole discretion. Exact travel dates are subject to availability and shall be based on a mutually agreed upon timing between both the Sponsor and the Winner, subject to meeting the Travel Completion Date. Approximate retail value ("ARV") of the Trip Option is estimated at **\$10,000 USD/\$12,859.50 CAD (based on rate of exchange on May 4, 2018)**. 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. 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 availability. 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. Multiple connecting flights may be required, at Sponsor's sole and absolute 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. Winner and guest may 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. All travel companions must be 21 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. All travelers must execute liability/publicity (except where prohibited by law) releases prior to issuance of travel documents. 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. 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 guest 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 winner at the time of notification. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. ; **OR**

- (b) a single lump sum payment of **\$7,000 USD/\$9,001.65 CAD (based on rate of exchange on May 4, 2018)**. Payable in the form of a check to the Grand Prize Winner.

If Grand Prize Winner is a U.S. resident, winner will be issued an IRS form 1099 by Sponsor for the value of the prize awarded. Grand Prize Winner should seek the advice of a tax specialist in connection with this Promotion.

- **First Place Prizes (3 Winners):** Up to three (3) verified first place winners may choose from one of the following as his/her first place prize:
 - **One OGIO Travel Pack:** If selected, the winner would receive an OGIO golf bag, roller bag, travel cover and backpack. Requests for models and designs will be received but not guaranteed. **ARV of travel pack: \$880 USD/\$1,028.76 CAD (based on rate of exchange on May 4, 2018); or**

Exact style, size, model, and all other details of travel pack shall be determined by Sponsor at its sole discretion.

- **Second Place Prizes (100 Winners):** Up to one hundred (100) verified second place winners may choose from one of the following as his/her second place prize:
 - **One dozen Callaway Golf Balls:** If selected, the winner would receive one dozen golf balls. Requests for models will be received but not guaranteed. **ARV of a dozen Callaway golf balls: \$44.99 USD/\$58.99 CAD; or**

Exact model, and all other details of golf balls shall be determined by Sponsor in its sole discretion.

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 equal or greater value if the designated prize should become unavailable 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.

Collection of Prize: You are not a winner until your potentially winning Card has been timely received and verified by the Sponsor in accordance with these Official Rules, and you have fully complied with these Official Rules. All winners must (1) go to GoRogueChallenge.com to submit your name, contact information and the winning code for verification **and** (2) send the original winning game piece in a post-marked envelope along with your name, complete address, date of birth, and daytime phone number all neatly printed in ink to: Callaway Retail Marketing, 2180 Rutherford Rd, Carlsbad, CA 92008. Only after the winning card is received will the prizes be arranged. **Card must be received by July 14, 2018.** If for any reason, any potential winner does not submit their Card by the time/date specified, or any prize remains unclaimed after 5:00:00 PM PT on July 14, 2018, 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, including, but not limited to, having a valid passport by the time of travel. If a 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 Winner is otherwise unable or unwilling to accept and claim the prize as stated, then such Prize 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 Prize 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 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 Game. Sponsor is 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 Entrant's response. 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. Sponsor is not responsible for e-mail, mail, requests or prize claims that are late, lost, stolen, damaged, mutilated, separated, incomplete, illegible, postage due, or misdirected. Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion.

Publicity, Data Collection and Privacy: To the fullest extent allowed by law, by accepting the prizes, all winners and guest(s), 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. To the extent permitted by law, upon entering into this Game, 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 any Prize, the Winners and guests (if applicable) agree (and agree to confirm in writing, if requested) to: (a) release and hold harmless Sponsor, and each of their respective parent companies, 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 Game, or receipt or use or misuse of any prize, including any travel and participation in the activities related thereto or any typographical or other error in these Official Rules, any game piece or the announcement of offering of any prize; (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 Game, 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 and the Game Entities 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 and the Game Entities 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

Game, or by any technical or human error which may occur in in connection with this Game, 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 Game, or if technical difficulties compromise any portion of the Game or the integrity of the Game (all as determined in Sponsor in its sole discretion), Sponsor reserves the right to suspend, modify or terminate the Game. **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 Game 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 Game, or the integrity and/or feasibility of the Game 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 Game without notice or further obligation. If the Sponsor or Sponsor's affiliates, in their discretion, elect to abbreviate, cancel or terminate the Game 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 Game, 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 Game 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, game piece Cards, 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.

For residents of Quebec: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

Official Rules/Names of Winners: To receive the names of the winners (after July 14, 2018) or a copy of these Official Rules, send a self-addressed stamped envelope to: Callaway Golf Go Rogue Scratcher Sweepstakes, "Official Rules" or "Names of Winners" (Specify which), 2180 Rutherford Rd., Carlsbad, CA 92008. All requests must be received by June 30, 2018. Canadian residents may omit return postage. Winners' names may also be posted on Website.

Sponsor: Callaway Golf Canada, 280 Hillmount Road, Unit 1&2, Markham, Ontario Canada L6C3A1.
