

## OFFICIAL RULES

### THE GOLF TOWN BEAT THE STREAK PUTTING CONTEST PRESENTED BY JACK NICKLAUS APPAREL

**NO PURCHASE NECESSARY TO ENTER OR WIN PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.**

1. **GENERAL:** The **Golf Town Town Beat the Streak Putting Contest** (the “**Contest**”) is sponsored by Golf Town Ltd., 610 Applewood Crescent, Suite 302, Vaughan, ON L4K 0E3 (“**Golf Town**” or the “**Sponsor**”). The Contest is subject to these Official Rules and to all applicable federal and provincial laws.
2. **ELIGIBILITY:** The Contest is open to legal residents of Canada who have reached the age of majority in their province of residence. Employees of the Sponsor and its affiliates, advertising and promotion agencies and suppliers, including Foresight Sports and Supreme Munsingwear Canada (collectively, the “**Employees**”) and heir immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest.
3. **ENTRY PERIOD:** The entry period (the “**Entry Period**”) begins at 10:00 a.m. Eastern Time (“**ET**”) on Monday March 2<sup>nd</sup>, 2020 and ends at 8:00 p.m. ET on Sunday March 8<sup>th</sup>, 2020.
4. **HOW TO ENTER:** No purchase necessary. To enter this contest visit any Golf Town store during the contest period to register for your chance to participate. Golf Town will designate a 10-foot long putt for this contest in each Golf Town location. This putt will be the same distance/conditions for the entirety of this contest across all Golf Town locations. Participants will select a putter from any available in Golf Town to use for their attempt in the contest. A participants score (Streak) in the contest is based on the number of putts that they sink in a row without missing from the designated distance. The participants score (streak) does not start until they have made one successful putt and ends once they have missed a putt after their first successfully made putt. Once a participant’s score is determined, it is inputted into their registration form.

At the end of the Entry Period, the participant with highest score (streak) across all 47 Golf Town locations will be designated the winner of the Contest. The participant at each Golf Town location who has the highest score (Streak) will be designated as a secondary winner.

In the event of a tie of a score between multiple entrants, such entrants will be required to return to a Golf Town location on March 16<sup>th</sup>, 2020 to replay the Contest where the same rules apply. The new highest score (Streak) after all tied entrants have participated will be declared the winner of the Contest. This process will repeat as

needed until there are no tied entrants. This method will only be used for the grand prize. Any ties at the secondary prize level will be determined by random draw of all those tied.

5. **Limit of three (3) entries per person.** Each entrant may only have a maximum of three scores submitted into the contest. In order to get a 2<sup>nd</sup> and 3<sup>rd</sup> entry into the contest the participant must use a different putter than they used for their 1<sup>st</sup> entry. Entrants are not permitted to use multiple e-mail addresses, identities or devices in an attempt to circumvent the rules. Any attempt by any participant to obtain more than three entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that participant will be disqualified. In the event of a dispute as to any entry application, the authorized account holder of the email address, if applicable, used to register will be deemed to be the entrant. Any entrant found to be using fraudulent methods or otherwise attempting to circumvent the Official Rules will be removed from eligibility at the sole discretion of Golf Town. All entries must be made in the name of the individual and no transfer of ownership of an entry is permitted. No entries will be accepted from or on behalf of, corporations, trusts, partnerships, or other entities. Entries must fulfill all Contest requirements to be eligible to win the Grand Prize. Entries that are incomplete or do not adhere to the Official Rules may be disqualified at the sole discretion of Golf Town.

**By entering, you give Sponsor permission to publish your entry, including your name, in any publicity or advertisement carried out by the Sponsor in any media without additional compensation or approval.**

6. **PRIZES AND ODDS:**

There is one (1) Grand Prize to be won of a trip for two (2) to New Albany, Ohio, U.S.A. to attend and participate (as an amateur) in the Jack Nicklaus International Invitational Tournament that is currently scheduled to take place from June 2<sup>nd</sup> – June 7th, 2020 (“Event”). **IMPORTANT NOTE: As an amateur participant in the Event, under no circumstances will the Winner and/or his/her guest be eligible to receive any prize money or other compensation as a result of participating in the Event.** The Grand Prize includes round-trip, economy or standard airfare for two (2) persons from a major commercial airport near the Winner’s home to [major airport near Albany, Ohio], one-double occupancy standard room for up to • nights hotel accommodations as specified by Sponsor. Winner and his/her guest must travel on the same itinerary and must be able to travel on the date(s) and time(s) determined by the Sponsor or prize will be forfeited and awarded to an alternate winner (time permitting before the scheduled trip and Event). Timing of prize elements, including airfare, hotel accommodations and tickets to the Event are subject to availability and to be determined by Sponsor in its sole discretion. All bookings of airfare and hotel are subject to the terms and conditions of the supplier thereof. Winner and his/her guest will be responsible for transportation to and from the airport, travel, medical and car insurance, travel documentation, airport fees, baggage fees and other in-destination activities, meals, gratuities and other expenses, including, for greater

certainty, any upgrades, etc., not explicitly included in the prize. All federal, provincial/territorial and local taxes on the prizes are the sole responsibility of winner. Winner may be required to present a valid major credit card upon check-in at the hotel to cover any expenses over and above the standard room charge. Approximate retail value of the prize: \$2,615CAD based on a Toronto, ON departure. Actual value of the prize will depend on the departure city.

There are forty seven (47) secondary prizes to be won of a Jack Nicklaus Apparel Pack valued at approximately \$150 CAD. The prize pack consists of a Jack Nicklaus Polo and a Jack Nicklaus Pant.

Odds of winning depend on the number of all eligible entries received during the Entry Period.

Any portion of the prize not accepted or unclaimed and/or unused by the Winner will be forfeited and will not be substituted. No transfer, refund, cash redemption, substitution or replacement of any prize or any prize component permitted, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value. Without limiting the generality of the foregoing, the following additional general conditions apply

7. **WINNER SELECTION AND NOTIFICATION:** The winner will be determined pursuant to Section 4 and will be notified by telephone and by e-mail from the contact information provided during registration within five (5) days following the winner selection. If the potential winner cannot be reached within five (5) days of the first notification attempt, that potential winner will be disqualified and an alternate potential winner will be selected and notified. If the Sponsors is blocked from contacting the potential winner by telephone and/or e-mail, or if the potential winner is found to be ineligible, does not or cannot comply with these Official Rules, or if the prize notification is returned as undeliverable, the potential winner will be disqualified and an alternate potential winner will be selected. The alternate potential winner shall be the entrant with the next closest-to-the-pin tee shot. This notification process will be repeated, at the discretion of the Sponsor, until a potential winner has been identified and reached. Golf Town shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information.

As a condition of receiving the prize, the potential winner will be required to complete, sign and return to Sponsor an agreement confirming eligibility and liability release and, except where and to the extent prohibited by law, a publicity release within the time period designated by Sponsor, if Sponsor so requests, in Sponsor's sole discretion. If a potential winner fails to do so within the time specified, or is found to be ineligible in Sponsor's sole discretion, that potential winner will be disqualified.

8. **RIGHTS GRANTED BY YOU:** By accepting the prize, the winner grants to Golf Town and its agents, and their respective licensees, successors and assigns the right to use his/her name, likeness, voice, hometown, biographical information, and any images or statements relating to the Contest for any lawful purpose (including but not limited to advertising and

promotion), in perpetuity, in any media now known or hereafter developed, without further notice, permission or compensation, except where prohibited by law.

9. **RELEASES:** By participating in this Contest, each entrant agrees to abide by and be bound by these Official Rules, and to waive any right to claim any ambiguity or error herein or in the Contest itself, and to be bound by all actions of the Sponsor and/or Sponsor's representative(s), whose decisions are binding and final on all matters related to this Contest. By participating in the Contest, each entrant agrees for entrant and for entrant's heirs, executors, and administrators to release, indemnify, defend, and hold the Sponsor, its affiliates, promotion agencies, suppliers, partners, representatives and agents (collectively, the "**Contest Entities**") and their respective officers, directors, employees and representatives (collectively, the "**Released Parties**") harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Contest. By accepting any prize, winner agrees for himself/herself and for his/her heirs, executors and administrators to release, hold harmless, indemnify and defend the Released Parties from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, arising out of the acceptance, possession, use or misuse of any prize, or while preparing for, participating in and/or traveling to or from any prize related activity and claims based on rights of publicity, rights of privacy, defamation or prize delivery.
10. **ADDITIONAL TERMS:** By entering the Contest, the entrant understands and agrees that any submission may be refused as entry to this Contest in the absolute discretion of the Sponsor. Each participant agrees to abide by these Official Rules and the decisions of the Sponsor with respect to all aspects of the Contest, which are final. To the extent permitted by law, Sponsor accepts no responsibility for loss, damage or claims caused by or resulting from the Contest and/or the prizes. Without limiting the foregoing, Sponsor will not be responsible for late, lost, illegible, falsified, incomplete or destroyed entries and all such forms are void.

Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate registration or entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the internet in general; or (e) any injury or damage to participant's or to any other person's property or person which may be related to or result from any attempt to participate in the Contest.

Sponsor has not made and is not responsible for, and hereby disclaims, any representation, warranty or guaranty, express or implied, in fact or in law, relative to the prize.

Golf Town reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security,

fairness or proper conduct of the Contest. In such case, Golf Town may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Golf Town. Golf Town reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or website or violates these Official Rules. Golf Town has the right, in its sole discretion, to maintain the integrity of the Contest, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Contest rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws and should such an attempt be made, Golf Town reserves the right to seek damages from any such person to the fullest extent permitted by law.

**For Quebec residents:** 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.

11. **PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on the Golf Town website. To read the Privacy Policy visit: <https://www.golftown.com/en-CA/privacy-policy.html>. Personal information of Contest entrants will be used for administration of the Contest, and may be shared with Contest co-sponsors or prize sponsors.
12. **WINNER'S LIST:** To obtain a copy of the winners' names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Golf Town Limited , 302-610 Applewood Crescent Vaughan, Ontario L4K 0E3. Requests must be received no later than March 30<sup>th</sup>, 2020.