

TOPGOLF APP SWEEPSTAKES: 2022 WINTER EDITION OFFICIAL RULES

NO PURCHASE NECESSARY TO WIN. MUST BE 18 YEARS OF AGE OR OLDER TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID (i) OUTSIDE OF THE FIFTY UNITED STATES, INCLUDING BUT NOT LIMITED TO PUERTO RICO, THE U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS; (ii) IN THE U.S. STATES OF COLORADO, FLORIDA, ILLINOIS, AND NEW YORK; AND (iii) WHERE OTHERWISE PROHIBITED BY LAW.

1. SPONSOR

The App Sweepstakes: 2022 Winter Edition ("**Sweepstakes**") is administered and sponsored by Topgolf Media, LLC with an address of 8750 N. Central Expressway, Suite 1200, Dallas, TX 75231 ("**Sponsor**").

2. AGREEMENT TO OFFICIAL RULES

By entering the Sweepstakes, Entrants (as defined below) agree to be bound by the following general conditions ("**Official Rules**") and decisions of Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.

3. SWEEPSTAKES DATES

The Sweepstakes runs from February 15, 2022 at 12:01 AM EST until February 28, 2022 at 11:59:59 PM EST ("**Sweepstakes Period**") and is subject to the Official Rules. Sponsor's servers are the official time-keeping device for the Sweepstakes.

4. ODDS OF WINNING

Odds of winning the prize depend on the number of eligible entries received during the Sweepstakes Period. One (1) entry per person, per day, during the Sweepstakes Period. Any attempt or suspected attempt to submit more than one entry per day and/or to obtain more additional participations than permitted by using multiple e-mail addresses or a pen name, or any use of robotic, automatic, programmed or any entry methods not authorized by these rules shall be deemed as tampering and will void all of your entries.

5. WHO CAN ENTER

The Sweepstakes is open to legal residents of the United States (including the District of Columbia but excluding residents of Colorado, Florida, Illinois, New York, Puerto Rico, the U.S. Virgin Islands and other U.S. territories and possessions and where otherwise prohibited by law) who have reached the age of majority in accordance with the laws of their residence at the time they enter the Sweepstakes.

Employees, agents and representatives of Sponsor, and/or of any of Sponsor's respective subsidiaries, affiliated companies, controlling corporations, advertising or promotion agencies, sponsors, suppliers of materials, prizes and services related to the Sweepstakes, or any other person directly associated with the organization of the Sweepstakes, as well as members of their

immediate families (father, mother, brothers, sisters, children), their legal or common law spouse, and any persons residing with these employees, representatives and agents are not eligible to participate.

6. HOW TO ENTER

NO PURCHASE NECESSARY. There are two (2) ways to enter the Sweepstakes (“**Entry Methods**”).

Method A: Topgolf In-App Sweepstakes Entry Card (“Method A”): Topgolf Members can log in to the Topgolf App from a smart phone device and the App will direct the user toward the Sweepstakes entry card. If the user is not already a Topgolf Member, then registration will be required to enter using the In-App Entry Card. Registration can be done via the App or at any Topgolf venue. The registration form will require first name, last name, email address, telephone number and mailing address.

Method B: Mail-In Sweepstakes Entry Card (“Method B”): In order to enter by mail, hand print on a 3 x 5” card your first name, last name, email address, telephone number, and mailing address. Send the completed card to: Topgolf Media, LLC, 8750 N. Central Expressway, Suite 1200, Dallas Texas, 75231. Entries submitted via mail must be postmarked by February 24, 2021 and received by February 28, 2021. No copies, facsimiles or mechanical reproductions of requests will be accepted.

By entering this Sweepstakes through either Method, you agree that you have read and understand these Official Rules. All participants who have duly completed and submitted their Entry Methods shall be referred to collectively as the “**Entrants**” or individually as an “**Entrant**”. For the purpose of these Official Rules, the Entrant is the person whose name appears on the Topgolf Membership registration if entered through Method A, and, in case of confusion, who is the authorized account holder of the e-mail address indicated in the registration. The Entrant is the person whose name appears on completed the 3 x 5” card if entered through Method B.

7. LIMIT ON THE NUMBER OF ENTRIES

Limit one (1) Sweepstakes entry per person, per day.

8. PRIZE

100,000 prizes will be awarded across all Entrants, regardless of how the Entrants entered the Sweepstakes. The prizes that can be awarded are as follows: (a) free hour of Topgolf Game Play, (b) Buy-One-Get-One (“BOGO”) hour of Topgolf Game Play, (c) \$15.00 off Topgolf Game Play, (d) \$10.00 off Topgolf Game Play, and (e) 15% off Topgolf Game Play. Approximate retail value will vary on the jurisdiction of the Entrant:

State	Total ARV
AL	\$1,385,000.00
AR	\$1,350,500.00
AZ	\$1,442,500.00
CA	\$1,500,000.00
GA	\$1,408,000.00
IN	\$1,385,000.00
KS	\$1,385,000.00
LA	\$1,385,000.00
MD	\$1,408,000.00
MI	\$1,385,000.00
MN	\$1,408,000.00
MO	\$1,385,000.00
NC	\$1,385,000.00
NE	\$1,350,500.00
NJ	\$1,442,500.00
NM	\$1,350,500.00
NV	\$1,902,500.00
OH	\$1,408,000.00
OK	\$1,350,500.00
OR	\$1,385,000.00
PA	\$1,385,000.00
SC	\$1,385,000.00
TN	\$1,442,500.00
TX	\$1,385,000.00
UT	\$1,385,000.00
VA	\$1,408,000.00

9. CONDITIONS APPLICABLE TO PRIZE

The following conditions apply to the Prize:

- 1) Any Prize must be redeemed within thirty (30) days of the end of the Sweepstakes. Prizes will not be valid beginning the 31st day after the last day of the Sweepstakes.
- 2) All Prizes with the exception of free Game Play will require additional payment by the Winner. This includes, but is not limited to: purchasing one (1) Game Play in order to redeem a BOGO game and/or the difference between the approximate retail value of Game Play minus a \$15.00, \$10.00, or 15% off Game Play Prize.

- 3) Unless explicitly included in the Prize description above, all costs, charges or expenses, including without limitation the Topgolf Membership fee, all other traveling expenses, money allocation, all taxes (including income, airport, hospitality or other taxes if applicable), insurance, fuel surcharges, travel related fees and items of a personal nature, meals and beverages, bar and wine charges, souvenirs, and gratuities are the sole responsibility of the Winner (as defined below) and their guests.
- 4) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner and/or their guests;
- 5) The Prize can only be accepted by the Winner in whole. In the event that the Prize is rejected by the Winner, Winner shall not be entitled to claim any part of the Prize that he/she has refused and Sponsor shall be released of any obligations pertaining to such refused part of the Prize;
- 6) The Prize must be used by the Winner and cannot be assigned, transferred or otherwise redeemed by any individual other than the Winner;
- 7) All federal, state or local taxes are the sole responsibility of Winner and/or their guests. Winner must cooperate with Sponsor in order to complete all applicable federal, state or local documentation pertaining to taxation;
- 8) No prize substitution or cash redemption allowed by the Winner. Sponsor reserves the right to substitute a prize of comparable or greater value in its sole discretion.

10. WINNER NOTIFICATION AND SELECTION OF WINNER

The winners of the Sweepstakes will be selected via a computer-generated and random drawing process offered to eligible Entrants throughout the Sweepstakes Period (the “**Winner**”).

Method A Winner Selection: The selected Entrant will be notified immediately after entry via a notification on the Topgolf App screen. All Winners will be generated a digital code that will be kept in the Topgolf App through the expiration period of the as described in Section 9 herein. The digital code is only accessible by the applicable Winner through the Topgolf App.

Method B Winner Selection: Upon receipt of a complying with Section 7 of these rules, the Entrant will be entered into a random generator containing the same prize options as Method A Entrants. If an Entrant wins, the Entrant will be emailed a coupon to the email provided on the Entry card with their specific offer. If an Entrant does not win, the Entrant will not be notified.

Sponsor’s computer is the official timekeeper for the Sweepstakes. The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period. All winners will be subject to verification of eligibility and compliance with these Official Rules. In the event the selected Entrant fails to comply with all the conditions in Section 11 below, such selected Entrant will forfeit the Prize.

11. WINNER QUALIFICATION

In order to be declared Winner, the Entrant selected pursuant to Section 10 above must be in compliance with these Official Rules and conditions for eligibility. Failure of the selected Entrant

to meet any of the conditions set forth herein will result in the selected Entrant's loss of entitlement to his/her Prize.

12. RELEASES, LIMITATIONS OF LIABILITY AND DISCLAIMERS

BY ENTERING THE SWEEPSTAKES, ENTRANTS AGREE TO BE BOUND BY THESE OFFICIAL RULES, AND AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES, ITS SUBSIDIARIES, ITS AFFILIATED COMPANIES, ITS CONTROLLING CORPORATIONS, ADVERTISING OR PROMOTION AGENCIES, CO-SPONSORS, SUPPLIERS OF MATERIALS, PRIZES AND SERVICES RELATED TO THE SWEEPSTAKES, OR ANY OTHER PERSON DIRECTLY ASSOCIATED WITH THE HOLDING OF THE SWEEPSTAKES ("**RELEASED PARTIES**") FROM ANY AND ALL LIABILITY WHATSOEVER FOR LOSSES OR DAMAGES OF ANY KIND THAT RESULT FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR FROM ENTRY OR ATTEMPTED ENTRY INTO THE SWEEPSTAKES. THE RELEASED PARTIES ASSUME NO LIABILITY FOR LOST OR MISDIRECTED ENTRIES, WHETHER DUE TO TECHNICAL OR COMPUTER MALFUNCTIONS OR OTHERWISE OR ANY OTHER TECHNICAL OR COMPUTER MALFUNCTIONS, FRAUD, OR OTHER ERRORS. SPONSOR RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CANCEL, TERMINATE OR SUSPEND THE SWEEPSTAKES IN ITS ENTIRETY, IN THE EVENT THAT THE WEBSITE IS INFECTED BY A VIRUS, A SOFTWARE BUG, THE WEBSITE IS HACKED, UNAUTHORIZED HUMAN INTERVENTION OCCURS OR THE INTEGRITY, ADMINISTRATION, IMPARTIALITY OR NORMAL OPERATION OF THE SWEEPSTAKES IS COMPROMISED IN ANY WAY. IF THE SWEEPSTAKES IS CANCELLED FOR ANY REASON, INCLUDING BUT NOT LIMITED TO THOSE STATED ABOVE, WINNER WILL BE DETERMINED VIA RANDOM DRAWING FROM AMONG ALL ELIGIBLE AND COMPLIANT ENTRIES RECEIVED UP TO THE TIME OF CANCELLATION. THE WINNER ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE. ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THE LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

13. PERSONAL INFORMATION RETENTION RULES FOR SWEEPSTAKES

When entering the Sweepstakes, Entrants agree that their personal information collected by Sponsor ("**Personal Information**") shall be used in accordance with applicable laws in order for Sponsor or its agent to contact the Entrants for the purposes of the Sweepstakes. By participating in this sweepstakes, the Entrant consents that Sponsor may use Entrant's name, mailing address, and email address for the purposes of managing Entrant's participation. Information collected from Entrants is subject to Sponsor's Privacy Policy. To review Sponsor's Privacy Policy, please visit <https://topgolf.com/us/company/privacy-policy> to see how we use personal information obtained in connection with this Sweepstakes. Winners' names may be included in a publicly available winners list. At any time you may revoke your consent and exercise your rights of objection, access, rectification and cancellation by addressing your notice to 8750 N. Central Expressway, Suite 1200, Dallas Texas, 75231.

14. PUBLICITY RELEASE

By participating in the Sweepstakes, the Winner grants to Sponsor, and its representatives, affiliates, licensees and assigns, the right and permission to record, film, videotape and photograph the Winner (“**Images**”). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and Prize information and any other attributes of Winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

15. REQUESTS FOR OFFICIAL RULES AND INFORMATION

To obtain any information about the Sweepstakes such as the name of the Winners, or obtain a copy of the Official Rules, you may send a self-addressed stamped envelope with your written request to Sponsor:

Topgolf App Sweepstakes: 2022 Winter Edition
8750 N. Central Expressway, Suite 1200, Dallas Texas, 75231

16. DISPUTES

Except where prohibited, Entrant agrees that: (i) any and all disputes, claims and 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; (ii) any and all claims, judgments and awards against one or more of the Releasees shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys’ fees (or other professionals’ fees); and (iii) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim and/or seek indirect, punitive, incidental, special and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any all rights to have damages multiplied or otherwise increased.

Each Entrant must be the rightful owner or have authorized use of the email account or mobile telephone account associated with the Entrant’s submitted email address and/or mobile telephone number and Topgolf Membership registration. If a dispute arises about who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email account or mobile telephone account provided, as applicable. The “authorized account holder” is deemed the natural person who is (i) assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address; or (ii) assigned to a mobile telephone number by a wireless carrier or other entity responsible for assigning that mobile telephone number.

17. GOVERNING LAW

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. By entering (or participating in any Sweepstakes-related activity), Entrants (and others) agree that all proceedings shall exclusively take place in the United States District Court for the Northern District of Texas or Texas State Court located in Dallas, Texas.

VOID WHERE PROHIBITED BY LAW