

**WIN TOPGOLF FOR A YEAR: 2022 SUMMER EDITION  
OFFICIAL RULES**

*NO PURCHASE NECESSARY TO WIN. MUST BE 21 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; AND (ii) WHERE OTHERWISE PROHIBITED BY LAW.*

**1. SPONSOR**

Win Topgolf for a Year: 2022 Summer 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 August 1, 2022 at 12:01 AM EST until August 31, 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, per entry method, 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 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 for the Grand Prize (“**Entry Methods**”). Only Method A will be eligible to receive Instant Win Prizes.

**Method A: Topgolf In-App Sweepstakes Entry (“Method A”):** During the Sweepstakes Period, 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 does not already have a member account, 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, phone number, and email address, as well as confirming that you are 21 years of age or older, and reading and accepting these Official Rules.

**Method B: Online Entry Form (“Method B”):** During the Sweepstakes Period, visit <https://topgolf.com/wtfay22entry> (“Website”) and complete and submit the online registration form by providing your complete and accurate contact information (first name, last name, phone number and email address), as well as confirming that you are 21 years of age or older, and reading and accepting these Official Rules. By entering the Sweepstakes by this method, you confirm that you agree to receive marketing email periodically from Sponsor. You can opt-out of receiving these emails at any time. After completing these steps, you will then receive one (1) entry (an “Entry”) into the Sweepstakes.

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 entry form if entered through Method B.

## **7. LIMIT ON THE NUMBER OF ENTRIES**

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

## **8. PRIZES**

There are two (2) different categories of prizes, Grand Prizes and Instant Win Prizes:

**Grand Prizes:** FIVE (5) Grand Prize winners will receive: “Free Topgolf for a Year”, awarded as one (1) Topgolf Platinum Elite (1-2 Individuals) Membership\* for one (1) year as of the date of Membership activation. The Topgolf Platinum Elite Membership is subject to the terms and conditions associated therewith and imposed by Topgolf. Approximate retail value (“ARV”) is USD \$2,500.00 per Grand Prize. Total ARV of Grand Prizes is USD \$12,500.00.

**Instant Win Prizes:** Each Entry through Method A may result in the Entrant receiving one (1) of the following Instant Win Prizes:

- TEN (10) \$250.00 Topgolf gift cards,
- TWENTY-FIVE (25) \$100.00 Topgolf gift cards,
- FIFTY (50) \$25.00 Topgolf gift cards,
- ONE HUNDRED (100) \$10.00 Topgolf gift cards, or
- ONE THOUSAND (1,000) \$5.00 Topgolf gift cards.

The Topgolf gift cards are subject to the terms and conditions associated therewith and imposed by Topgolf. Total ARV of Instant Win Prizes: USD \$12,250.00.

\*Platinum Elite (1-2 Individuals) Membership allows unlimited game play at all U.S. venues (excluding Las Vegas) during Platinum Elite Hours. Benefits include discounts on food & beverage, retail and events, as well as priority bay access (see <https://topgolf.com/us/memberships/> for details). Platinum Member benefits are not available at Topgolf Las Vegas, Swing Suite or Toptracer Range locations. If Prize Winner lives in or near Las Vegas, a \$2,500.00 Topgolf Gift Card may be provided in lieu of the one-year Platinum Elite Membership portion of the Grand Prize in the Sponsor's sole discretion. Prize Membership must be activated no later than the first day of the calendar month following Winner's confirmation as a Prize Winner (or, if Prize Winner is a current Topgolf Platinum Club or Platinum Elite Member, on the day following the end of their existing membership term).

Total ARV of all Sweepstakes Prizes available to be won: USD \$24,750.00.

Prizes are not transferable, and must be accepted as awarded, with no substitutions of any kind, except by the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Gift cards and gift codes are subject to the terms, restrictions, and conditions as set by the issuer.

All federal, state and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are each Prize Winner's responsibility, regardless of whether a prize is used in whole or in part. All prize details are at the Sponsor's sole discretion.

## **9. CONDITIONS APPLICABLE TO PRIZE**

The following conditions apply to the Prize:

- 1) 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.
- 2) If the Prize or any part of the Prize is not used, no compensation will be awarded to the Winner and/or their guests;
- 3) 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;
- 4) The Prize must be used by the Winner and cannot be assigned, transferred or otherwise redeemed by any individual other than the Winner;
- 5) 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;
- 6) 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**").

**Instant Winner Selection:** The selected Entrant will be notified immediately after entry via a notification on the Topgolf App screen. All Winners will be able to access their prize and any instructions necessary to redeem/claim their prize in the Topgolf App for a period of ninety (90) days.

**Grand Prize Winner Selection:** On September 6, 2022, at approximately 1:00 PM CT, an independent judging organization (the "Sweepstakes Judges") will randomly draw one (1) Entry for each of the Grand Prizes from among all eligible Entries received (each a "Potential Prize Winner" and, if verified, "Prize Winner"). The odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period. Potential Winners will be subject to verification of eligibility and compliance with these Official Rules. If an Entrant does not win, the Entrant will not be notified.

Potential Prize Winner will be contacted by email and/or phone at the number/address provided during entry with instructions on how to claim the prize. Potential Prize Winner will be required to execute and return an Affidavit of Eligibility, a Liability Release, a W-9 form, and, where lawful, a publicity release, within five (5) business days from the time it is postmarked as having been sent by the Sponsor or its representative; otherwise, at the Sponsor's sole discretion, the prize may be forfeited and, at the Sponsor's sole discretion, the prize may be awarded to an alternate winner. If a Potential Prize Winner is found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or if Sponsor is unable to contact a Potential Prize Winner within three (3) attempts over five (5) business days, or in the event that a prize notification or prize is returned undeliverable, the prize may be forfeited at the Sponsor's sole discretion. Potential Prize Winner may be required to furnish proof of identification.

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 by sending a written notice revoking your consent to the following address:

Topgolf Privacy Team  
Attn: Legal Department  
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:

## **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**