DAYTON GOLF GALAXY CLOSEST TO THE PIN CONTEST 2025 OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1) ELIGIBILITY: The Dayton Golf Galaxy Performance Center Closest to the Pin Contest ("Promotion") is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding AK and HI) who are 18 years of age or older at the time of entry and reside within the trading area of the Dayton Golf Galaxy in Dayton, OH ("Participating Store"). Employees of Golf Galaxy LLC ("Sponsor"), participating vendors (if any), their respective parent companies, affiliates, and subsidiaries, and their respective participating advertising, promotions, and public relations agencies as well as members of their families and/or those living in the same household as such individuals are not eligible to enter. The Promotion is (a) governed by these Official Rules, (b) void where prohibited or restricted by law, and (c) subject to all applicable federal, state, and local laws and regulations.

You must have access to the Internet, a valid email address, and a free TrackMan account in order to enter the Promotion.

By entering, you agree that you have read and consent to be bound by these Official Rules, and Sponsor's privacy policy, available at <u>https://www.golfgalaxy.com/s/privacy-policy</u>. Eligibility is conditioned on the acceptance of these Official Rules at time of entry.

- 2) PROMOTION PERIOD: The Promotion begins on March 21, 2025, at 9am EST and ends March 23, 2025, at 6pm EST ("Promotion Period"), subject to Participating Store's operating hours. Sponsor's computer is the official Promotion clock.
- 3) HOW TO ENTER: The Promotion is designed to give eligible entrants the opportunity to win Prizes in accordance with these Official Rules. To enter the Promotion, visit the Participating Store during operating hours during the Promotion Period and attempt the Closest to the Pin Contest using a TrackMan Golf Simulator while signed into your TrackMan account. Entry into the Promotion is subject to simulator bay availability, which is first come, first served. Limit one (1) entry per person.

4) CLOSEST TO THE PIN CONTEST RULES:

- A. Eligibility: To participate in the Promotion, you must have a TrackMan account. TrackMan accounts are free. No forms of cheating or gaining an unfair advantage in any way will be tolerated. Sponsor reserves the right to disqualify entrants if there is a reasonable suspicion of cheating or violating these Official Rules, including playing under another person's TrackMan account or using several TrackMan accounts to enter. Sponsor reserves the right to disqualify entries with incomplete or inaccurate TrackMan accounts, including without limitation entries where the name of the TrackMan account holder does not match the name of the entrant.
- **B.** Game Play: The Promotion is won by the entrant whose tee shot on the designated hole and course comes to rest closest to the hole. To win the competition, the ball must have stopped on the green. Each entrant will have three (3) strokes/attempts per entry each taken from the tee box, to win. Entrants' best attempt will count towards their final ranking. Entrants will tee off from the tee box(es) associated with the gender identified in their TrackMan account.
- **C. Stroke Tracking:** Entrants acknowledge and agree that the result of a stroke will be determined solely by the TrackMan simulator software. The Promotion will be played on a TrackMan simulator in accordance with the gameplay settings determined by Sponsor. If a stroke is not tracked by the TrackMan simulator, then entrants may attempt additional strokes until their stroke is tracked. Strokes that are not tracked do not count towards entrant's attempts. No other mulligans, extra or substituted strokes are permitted.

- D. Ties: TrackMan uses a ten-digit number to determine distance, but the leaderboard may only display fewer digits. In the event of a tie the applicable Prize will be shared among all entrants with the same final ranking. For example, if two eligible entrants scored a hole-in-one then those entrants would share a \$10,000 first place prize equally and each entrant would be awarded \$5,000.
- **E. Winner Notification**: Potential winners will be contacted by email at the email address associated with their TrackMan account. Potential winners will be notified within ten (10) days of the end of the Promotion Period.
- **F. Amateur Status:** Only amateur golf players may enter and participate in the Promotion. Upon qualifying for a Prize, it is the potential winner's responsibility to read the USGA, NCAA, or any other relevant governing bodies' guidelines to determine whether or not accepting the Prize will impact the potential winner's status with the governing body.
- 5) **PRIZE(S):** Eligible entrants may win one of the following prizes (collectively, "Prizes") in accordance with these Official Rules:

Grand Prize: ten thousand dollars (\$10,000)

Daily Prizes: In addition to the Grand Prize, one (1) one hundred dollar (\$100) Golf Galaxy Gift Card will be awarded to each of the three (3) entrants whose tee shot on the designated hole and course comes to rest closest to the hole on each day of the Promotion Period.

Total ARV of all Prizes: \$10,900. Limit one (1) Daily Prize per person. Any Prize details not specified above will be determined by Sponsor in its sole discretion. Prize is not transferable. Taxes on Prize are sole responsibility of winner. No Prize substitutions or cash redemptions allowed, except by Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable. Sponsor shall not be held responsible for any delays in awarding the Prize or any component thereof for any reason. If the Prizes include gift cards such gift cards are subject to Gift Card Terms and Conditions available at: https://www.golfgalaxy.com/s/gift-cards.

- 6) CONDITIONS OF PARTICIPATION: Entry into this Promotion constitutes entrant's agreement to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Promotion. Potential Prize winners will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release and a Confidentiality Agreement within forty-eight hours following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate winner. In the event that any Prize notification message is returned as undeliverable or if no response to the Prize notification message is received within the time period stated or if the potential winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate winner. If Sponsor is unable to confirm a winner after three (3) good faith attempts, the Prize may not be awarded. If the confirmed winner forfeits the Prize for any reason after confirmation, no alternate winner will be selected. If, for any reason, more than one (1) prize notification is sent (or more than one (1) claim is received), Sponsor reserves the right to award the Prize to the first eligible prize claim received. Failure by Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
- 7) RELEASE: By participating in the Promotion, entrants agree to release Sponsor, TrackMan A/S, participating vendors (if any), and each of their respective parent companies, subsidiaries, affiliates, related companies and advertising, promotion and public relations agencies, and each of their respective officers, directors, employees and agents ("Released Parties") from any and all liability, loss or damage of any kind arising out of or in connection with their participation in this Promotion or with respect to awarding, receipt, possession, use and/or misuse of any Prize. The Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion, or in the announcement of the prize.

- 8) PUBLICITY: By entering the Promotion you grant to Sponsor and its parents, subsidiaries, affiliates, successors, licensees, and/or assigns the irrevocable, perpetual, worldwide, sublicensable, and transferable right and license to use and publicize your name, initials, signature, image, likeness, voice, performance, opinions, biographical information, and statements (collectively, your "Identity") as captured in connection with your participation in the Promotion in still photographs, recordings, and other materials (collectively, "Materials") in any and all media now known or hereafter devised for illustration, art, editorial, trade, advertising, and/or promotional purposes, without notice to you and without further compensation. You agree no further approval is required for Sponsor's use your Identity in connection with the Materials, that Sponsor has the right but no obligations to use your Identity or the Materials, and that Sponsor will not be liable for any distortion or illusionary effect resulting from the exhibition, publication, or broadcast of your Identity or the Materials or use in any composite form.
- 9) DISPUTES: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the Commonwealth of Pennsylvania. 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 Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.
- **10) ELIMINATION**: Any false information provided within the context of the Promotion by an entrant concerning identity, postal address, telephone number, ownership of right or noncompliance with these Official Rules or the like may result in the immediate elimination of the entrant from the Promotion. An entrant may be prohibited from participating in or disqualified from this Promotion if, in Sponsor's sole discretion, Sponsor reasonably believes that the entrant has attempted to undermine the legitimate operation of this Promotion by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Released Parties, or associated agencies or entities.
- **11) WAIVER**: You hereby waive all rights to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased.
- **12)** LIMIT OF LIABILITY: If, for any reason, the Promotion or any portion thereof is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, act of God, or any other causes which corrupt or otherwise affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any portion thereof at any time, and for any reason without further obligation or advance notice. Sponsor reserves the right, but does not have any obligation, to select winners from eligible entries received as of the termination date.
- **13) SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- **14) WINNERS LIST:** For a copy of the winners list, send a self-addressed, stamped envelope postmarked within 90 days of the end of the Promotion Period to: Golf Galaxy, 345 Court Street, Coraopolis, Pennsylvania 15108, Attention: Dayton Golf Galaxy Closest to the Pin Contest Winners List Request.
- **15) SPONSORS**: The Promotion is sponsored by Golf Galaxy, 345 Court Street, Coraopolis, Pennsylvania 15108.