

## The 2009 Approach With Callaway Golf Giveaway

### OFFICIAL RULES

#### NO PURCHASE NECESSARY TO ENTER OR TO WIN.

PURCHASE DOES NOT IMPROVE ONE'S CHANCES OF WINNING.  
VOID IN THE PROVINCE OF QUEBEC (CANADA) AND WHERE PROHIBITED BY LAW.

THIS SWEEPSTAKES IS OFFERED ONLY IN THE 50 STATES OF THE U.S., D.C., AND CANADA (EXCLUDING QUEBEC) AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

**Description:** The 2009 Approach With Callaway Golf Giveaway (“Promotion”) begins at 8:00:00 P.M. ET on January 14, 2009 and ends at 11:59:59 P.M. ET on October 12, 2009 (“Promotion Period”). Each day of the Promotion Period is defined by Eastern Time (“ET”). The Promotion consists of Thirty-nine (39) weekly prize contests (“Weekly Prize”) and one (1) grand prize sweepstakes (“Grand Prize Sweepstakes”). Each Weekly Prize period begins at 8:00:00 P.M. ET on a Tuesday and ends at 11:59:59 P.M. ET the following Monday with the exception of the first Weekly Prize period which starts 8:00:00 P.M. ET on Wednesday January 14, 2009. Grand Prize Sweepstakes begins at 8:00:00 P.M. ET on January 14, 2009 and ends at 11:59:59 P.M. ET on October 12, 2009.

To participate in a particular Weekly Prize you must submit your prediction for the following: Your predicted Winner of the upcoming week’s PGA TOUR tournament and why; your predicted Contender (someone who does not win, but played well) for that week’s PGA TOUR tournament; and your Dark Horse (someone not expected to do well but will) for that week’s PGA TOUR tournament (“Predictions”). All Predictions will be judged by the Show and/or Show representatives as fully described below in order to determine a winner. If your email is selected by the Show and/or Show representatives and aired during The Approach With Callaway Golf (“Show”) which airs Tuesday 8:00 P.M. ET, you are that week’s Weekly Prize winner (subject to verification of eligibility and compliance with these Official Rules). Check local TV listings for Show schedules in your local viewing area, which may be changed or pre-empted without notice or call your cable or satellite TV service provider broadcasting program for details. In addition, your predictions will be assigned the points value each of those players earned for that particular PGA TOUR tournament. If your Predictions points value beats either Alex’s or Andrew’s (Show hosts) predictions points value for that PGA TOUR tournament (“Tournament”), then you are entered into the drawing for the Grand Prize Sweepstakes as fully described below.

**How to Enter:** To participate, email the Golf Channel’s Approach With Callaway Golf at [TheApproach@golfchannel.com](mailto:TheApproach@golfchannel.com) (“email address”) during the Promotion Period. In your email, you will be requested to provide the following information: Your full name, complete address (including city, state and zip code), telephone number (including area code), date of birth and your predictions (“Prediction”): Your predicted Winner of the upcoming week’s PGA TOUR tournament and why; your predicted Contender (someone who does not win, but played well) for the upcoming week’s PGA TOUR tournament; and your Dark Horse (someone not expected to do well but will) for the upcoming week’s PGA TOUR tournament (“Entry Information”) (“Entry”). **Entries for a particular Weekly Prize must be received by 11:59:59 P.M. ET that Monday before the upcoming week’s PGA TOUR tournament.** Entries for the Grand Prize Sweepstakes must be received 11:59:59 P.M. ET on October 12, 2009. If an entrant is a resident of a jurisdiction that deems him/her to be a minor, he/she must obtain parental/legal guardian consent prior to entering or submitting any personally identifiable information. **Limit of one (1) completed Entry/email per originating household/email per Weekly Prize.** Multiple entries in excess of the stated limits by the same person will be disqualified. Golf Channel is not responsible for any entries that are misdirected, garbled, unreadable or otherwise illegible. Email access is required for entry into the Promotion. All required Entry Information must be provided in its entirety. Any attempted form of entry other than as described herein is void. As determined by Sponsors in their sole discretion, Entries that include material unfit for publication, objectionable material,

material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringes upon any third party's personal or proprietary rights will be disqualified. By submitting an entry, each entrant acknowledges and agrees that his/her statements might be played on-air during the Show.

**Eligibility:** This Promotion is only open to permanent legal residents of the fifty (50) states of the United States, the District of Columbia and Canada (excluding Quebec), who are physically located and residing therein, who are 18 years of age or older as of January 14, 2009. Entrants must possess a valid Social Security number or personal tax identification number issued in their name by the appropriate government agency. Employees of TGC, Inc. d/b/a Golf Channel, Comcast Corporation, Callaway Golf Sales Company ("Sponsors"), their advertising or promotion agencies, those involved in the production, development, implementation or handling of the Promotion, 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 Promotion (collectively "Promotion Entities") and members of their immediate families (spouses, children, siblings, parents) and/or persons living in the same household as such persons, whether related or not are ineligible to enter this Promotion.

**Prizes/Odds of Winning: One (1) Grand Prize ("GP"):** GP winner will receive one (1) full set of Callaway Golf Equipment consisting of: one (1) Callaway Golf Driver, two (2) Callaway Golf Fairway Woods, eight (8) Callaway Golf Irons, two (2) Callaway Golf Wedges, one (1) Odyssey® Putter, six (6) dozen Golf Balls, and one (1) Callaway Golf Bag. All clubs are subject to availability and substitutions of equal value may be made by Callaway Golf in its sole discretion. **(Approximate Retail Value ("ARV") of the Grand Prize is: \$4,100 U.S.).**

**Thirty-nine (39) Weekly Prizes ("WP") (One (1) prize per Weekly Prize based on the PGA TOUR Tournament Schedule:** Each WP winner will receive one (1) 10 Degree Regular Shaft Callaway Golf Big Bertha Diablo Driver (either right or left-handed or men's or women's club, per winner's preference). **ARV of each Weekly Prize is: \$375 U.S. ARV of all Prizes is: \$18,725 U.S. Odds of winning the Grand Prize depend on the total number of eligible Entries received during the entire Promotion Period. Limit one (1) winner per household for the entire Promotion Period.** Prizes will be shipped approximately eight (8) to ten (10) weeks after winner has been determined. No substitution, transfer or cash equivalent for a prize (or prize component), except that Sponsors, at their sole discretion, may substitute a prize (or prize component) for one of equal value for any reason. In the event that a prize component is not available for any reason, then remaining elements of prize shall constitute full satisfaction of Sponsors' prize obligation to winner and no additional compensation will be awarded. Any depictions of prizes are for illustrative purposes only. Prizes and/or prize notifications will be shipped to a street address in the U.S. or Canada (excluding Quebec) only. All federal, state, provincial, or other taxes are sole responsibility of each Winner. Winners or prizes in excess of \$600 U.S. will receive a 1099 from the Sponsors for the total ARV of prize (stated herein) that he/she won in the calendar year that he/she won.

**Weekly Prize Winner Determination:** One (1) potential Weekly Prize ("WP") winner will be selected by the Show and/or Show representatives from among all eligible entries received during that particular Weekly Prize period on or about each Tuesday following the entry period. **Non-winning eligible Entries for a particular Weekly Prize will not be retained for subsequent Weekly Prize judging and only those Weekly entrants whose Prediction points value beats either Alex's or Andrew's (Show hosts) predictions will be entered into the Grand Prize Sweepstakes Drawing.** Weekly Prize Entries/Predictions will be judged based upon the following criteria: 1) Knowledge of players (25 points); 2) Originality (25 points); and 3) Humor (25 points). Each Prediction will receive a score based on seventy-five (75) total possible points ("Judging Score"). The entrant who submitted the Entry/Prediction with the highest score will be declared the Weekly Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, the entrant whose Entry/Prediction receives the higher score for "Knowledge of players" will be declared the winner. In the event of a further tie, the entrant whose Entry/Prediction receives the higher score for "Originality" will be declared the winner. In the event of a further tie, Sponsors in its sole discretion shall choose a winner based on an evaluation of which Entry/Prediction is superior overall taking all categories into consideration. Winning Entries/Predictions will be aired during The Approach With Callaway Golf weekly show.

If a winning Entry/Prediction has selections that are awarded more Tournament points for that week than Alex's or Andrew's (Show hosts) predictions, then such Entry/Prediction will be entered into the drawing for the Grand Prize Sweepstakes. Only those Entries/Predictions that Tournament points beat either Alex's or Andrew's (Show hosts) predictions will be entered into the Grand Prize Sweepstakes drawing.

The Tournament points are assigned to each player weekly (by PGA TOUR) based on that player's play. The points for each selection (whether it is Andrew, Alex, or the email entrant) will be gathered from the PGA TOUR Tournament for that week and combined to make a total score (combining each person's "pick" for Winner, Dark Horse, and Contender).

**Grand Prize Drawing:** One (1) potential Grand Prize ("GP") winner will be randomly selected by Golf Channel from among all winning Entries/Predictions that beat either Alex's or Andrew's (Show hosts) predictions received during the entire Promotion Period in a drawing held on or about October 13, 2009. If there are no winning Entries/Predictions that beat either Alex's or Andrew's (Show hosts) predictions received during the entire Promotion Period the GP winner will be randomly selected by Golf Channel from among all non-winning Weekly Prize Winners.

**Notification of Winners:** Potential winners (his/her parent or legal guardian, if a winner is a resident of a jurisdiction that does not deem him/her to be of the age of majority) will be notified by phone within five (5) business days of the winner determination date. If a potential winner cannot be reached after a reasonable effort has been exerted, if he/she is found to be ineligible, if his/her prize or prize notification is returned as undeliverable, and/or if he/she cannot or does not comply with these Official Rules, that potential winner will be disqualified and an alternate potential winner may be selected/determined at Sponsors' sole discretion. Canadian residents must correctly answer a time based mathematical skill testing question administered by phone/mail/email to be eligible for a prize. If an entrant changes his/her email address/phone number after he/she enters the Promotion, it is his/her sole responsibility to notify Sponsors by postal mailing notice to the Sponsors address (listed below) to be received by the end of the Promotion Period. Potential winners' names may be announced on-air on the Golf Channel (subject to final written verification of eligibility and compliance with these Official Rules).

**General Conditions:** Promotion is subject to these Official Rules and all federal, provincial, state and local laws and regulations (collectively "Rules and Laws"). Potential prize winners (if a potential prize winner is a resident of a jurisdiction that deems him/her to be a minor, his/her parent or legal/guardian), at Sponsors' sole discretion, will be required to execute, sign, have notarized and return the original unmodified Affidavit of Eligibility, a Liability Release, a Publicity Release and any other documentation that Sponsors require (collectively "Affidavit/Release") within five (5) days after receipt by potential prize winner or such potential prize winner may be disqualified and an alternate potential winner may be selected at Sponsors' sole discretion. By returning the completed Affidavit/Release, such prize winner attests to the authenticity of his/her winning entry. By entering this Promotion, entrants agree to all of the following: to be bound by these Rules and Laws, as well as the decisions of the Sponsors which are final and binding in all respects; to indemnify and hold harmless the Promotion Entities from any and all liability resulting or arising from the Promotion; to release all rights to bring any claim, action or proceeding against the Promotion Entities; and to waive any rights to claim ambiguity with the Official Rules. If a potential prize winner is a resident of a jurisdiction that deems him/her a minor, prize will be awarded in the name of his/her parent or legal guardian. Once submitted Entry Information becomes the sole property of the Sponsors and will not be acknowledged or returned. Sponsors have the right to modify, use, assign, and/or dispose of such Entries however they see fit and for any purpose without any notice or compensation to entrant or any third party. Any personal information supplied by entrants to Sponsors or their affiliates will be subject to Sponsors Privacy Policies (and terms of service) posted at the Golf Channel's and Callaway Golf's Web Sites respectively. Thus, except where prohibited by law and Sponsors Privacy Policies: (1) entry and/or a winner's (winner's parent/legal guardian, if winner is minor) acceptance of a prize constitutes permission for the Promotion Entities to use such winner's name, address (city and state), photo, likeness, biographical information, Prediction, statement and voice for advertising/publicity purposes worldwide and in all forms of media (including posting on Golf Channel and/or Callaway Golf Web Site and on Show), in perpetuity, without further notice to or compensation in connection with said Promotion or any prize awarded and (2) Sponsors have the right to modify, edit, adapt,

electronically alter, use, assign and/or dispose of such Entries however they see fit and for any purpose without any notice or compensation to entrant or any third parties. Any person attempting to defraud or tamper with the Promotion will be prosecuted and will not be eligible for a prize. If, for any reason, this Promotion is not capable of running as originally planned, Sponsors at their sole discretion, reserve the right to cancel, suspend or modify the Promotion or any portion(s) thereof and conduct any or all of the judgments and/or GP drawing from among all salvageable eligible Entries received for a given Weekly Prize or the Grand Prize sweepstakes, if any. In case of a dispute over the identity of an entrant who submitted a winning Entry, the owner of the email account will be deemed the entrant, at Sponsors' sole discretion. The failure of Sponsor(s) to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor(s) (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**Disclaimers:** Promotion Entities are not responsible or liable for multiple Entries of any kind entered by other than human means (such as by any non-human mechanism, entity, or device), or for Entries that are late, destroyed, forged, lost, stolen, misdirected, tampered with, incomplete, deleted, damaged, or otherwise not in compliance with these Official Rules and all such Entries will be disqualified. The Sponsors are solely responsible for all aspects of the promotion. By participating in this promotion, all participants and prize winners agree that the Sponsors and Promotion Entities, their partnerships, subsidiaries and affiliates and each of such entities' respective officers, directors, agents and employees are not responsible or liable for any injury, loss, illness, litigation or damage that may occur from participation in the promotion or acceptance, possession, use or misuse of a prize. In the event that any dispute arises regarding the meaning or interpretation of these Official Rules, participants agree that the dispute shall be resolved by applying the laws of Florida and that it shall be resolved by and within the courts of that state. By entering the Promotion, entrants agree and acknowledge to be bound by the Rules and Laws, as well as the decisions of the Sponsors which are final and binding in all respects; to waive any rights to claim ambiguity with the Rules and Laws, and that Promotion Entities shall have no responsibility or liability (including, but not limited to liability for any property loss, damage, personal injury or death) in connection with: participation in this Promotion; human error; incorrect or inaccurate transcription of Entry Information/Prediction; acceptance/possession, use/misuse, and/or defects of the prizes awarded herein; even if caused by the negligence of one of the Promotion Entities. Entrants further agree to indemnify and hold harmless the Promotion Entities from any and all liability resulting or arising from the Promotion, to release all rights to bring claim, action or proceeding against the Promotion Entities, and hereby acknowledge that said Promotion Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize, (including but not limited to, in case of Canadian winners, disputes over answers to mathematical skill testing questions) any technical malfunctions of the email network system, email/internet service provider; interruption or inability to access Promotion email address; any lost/delayed data transmissions, omissions, interruptions, defects or any other errors or malfunctions. Promotion Entities shall have no responsibility or liability for any company or other persons providing any of components of the GP or WP for the winner(s) due to reasons beyond Sponsors and/or Promotion Entities control.

**Rules/Winners List:** To receive a copy of the winners list or a copy of these Official Rules, send a self-addressed stamped envelope to: **The 2009 Approach With Callaway Golf Giveaway, "Rules" or "Winners List"** (specify which) Attn: Consumer Promotions, 7580 Commerce Center Drive, Orlando, FL 32819. All requests must be received by November 12, 2009. Winners' names may also be posted on Web Site.

**Sponsors:** Golf Channel, Inc., 7580 Commerce Center Drive, Orlando, FL 32819; and Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, CA 92008.

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