



## OFFICIAL RULES

### “GLOBAL NINE SHOT CHALLENGE”

1. **Promoter:** The “Global Nine Shot Challenge” (“Competition”) is organized and promoted by Toptracer, which is a division of the Topgolf Entertainment Group (“Toptracer”). The specific Topgolf Entertainment Group (“TEG”) company acting as the promoter in your territory is detailed at the conclusion of these rules.

2. **Participation Period:** The Competition commences at 12:00 AM on February 6, 2021 and ends at 11:59 PM on February 14, 2021 (“Participation Period”). All times are “local time”, meaning that the Competition will start and end earlier in for example, Japan, than in the USA.

3. **Eligibility:** The Competition is open to persons who are: (i) legally and physically residing in any country where a Toptracer-installed range is located; and (ii) at least thirteen (13) years of age during the Participation Period.

Employees, agents, directors of any company forming part of TEG (“Competition Entities”), may participate in the Competition but are not eligible to win prizes.

By participating in this Competition, Participants agree to be bound by these Official Rules and confirm that they meet the eligibility criteria.

4. **Competition Overview:** The Competition will take place at all participating Toptracer Range locations globally (each a “Venue” and collectively “Venues”). To participate in the Competition, each Participant must (i) download the free Toptracer Range mobile app (the “App”); (ii) sign in to your existing account or create a new account; and (iii) agree to all of the terms and conditions of these Official Rules.

#### How it works:

- Visit your local Venue and buy a bucket of balls or hire a bay in line with the Venue’s policies
- Connect your profile to the bay screen using the App on your phone
- Select the 9-Shot Challenge on the game mode screen
- Hit your best approach shot on 9 different virtual golf holes at Pebble Beach
- Toptracer will record each shot’s distance from the pin.
- Your final score will be determined by the sum of your distances across all 9 holes and will be logged on the global leaderboard (shots that miss the green are assigned penalty points).
- The lower the score the better!
- You can play as many times as you want.

5. **Prizes:** Prizes are awarded to the best score in each country and for overall winners, as follows:

**Overall Winner & 2<sup>nd</sup> Place:** 1 x Toptracer Branded Callaway MD4 Wedge (loft/bounce/finish determined by Toptracer)

**Country Winners:** 12 x Toptracer Branded Callaway Chrome-Soft Golf balls

In the event of a tie for the winner in any Country or overall, Toptracer shall declare “joint-winners”, each of will receive the prize outlined above.

Prizes are non-exchangeable, non-transferable and no alternative will be offered.

Equivalent retail value of prizes are estimated by Toptracer to be under any limits directed under the Rules of Golf relating to Amateur Status, but you are advised to check with the governing body in your territory.



**6. Prize Administration:** Toptracer will attempt to contact winners via their registered email within 72 hours of conclusion of the Competition. If a potential Winner cannot be reached directly within a further 72 hours, does not meet the eligibility requirements and/or is unable or unwilling to accept a Prize, then, at Toptracer's discretion, the second place Participant will be awarded the Prize.

Prizes will be shipped no later than 60 days following confirmation that a winner is eligible and wishes to receive the prize. Standard shipping costs will be paid by Toptracer.

In certain jurisdictions Prizes may be subject to taxes. All federal, state and local taxes, customs duties and any other costs and expenses associated with acceptance or use of a Prize are solely the Winner's responsibility, but Toptracer has the right to withhold any amounts required by law. Winners shall complete any applicable tax forms as required in their local territory.

**7. Data Privacy:** All information submitted by Participants is subject to and will be treated in a manner consistent with Topgolf's Privacy Policy, accessible on the App or at <https://www.toptracer.com/privacy-policy/>. This includes the publication of your Toptracer username on public leaderboards relating to the Competition which will feature on the App, Toptracer's social media and elsewhere. Your username may also be publicized by Toptracer on social media and elsewhere. This may include, for example, if you win the Competition, have a high score or your participation is otherwise noteworthy.

Additionally, the Promoter may request additional consent to publish and/or broadcast your name, home town, photograph and audio-visual recordings of you ("Your Data") to publicize the Competition and its services and may invite you to participate in photo, recording, video and/or filming session(s). You may withdraw your consent to the Promoter's use of Your Data in this way at any time by contacting us at [privacy@topgolf.com](mailto:privacy@topgolf.com).

**8. General Terms:**

- a. Competition Entities are not responsible, and shall have no liability, if Competition cannot take place, is disrupted, if any Prize cannot be awarded, or your participation or registration is prevented or disrupted due to (i) acts of God, war, natural disasters, weather, pandemic, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, power cuts, acts of government, other events outside of the reasonable control of Competition Entities; (ii) due to any computer virus, bugs, tampering, unauthorized intervention, fraud, downtime, outages, technical failures or human or computer error; or (iii) acts or omissions of any Venue, including closures or unavailability. This includes any actual or perceived technical issues with the Toptracer system where a shot played during the Competition is not traced, or is traced incorrectly.
- b. If, for any reason outlined above, Competition is not capable of running as planned, Toptracer reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend Competition or any part of the Competition. If Competition or any part of the Competition is terminated or modified prior to the end date of the Competition, notice will be posted on Toptracer social media accounts. In such circumstances Toptracer shall be entitled at its sole discretion to either (i) declare the Competition null and void, or (ii) declare winners from those of have already participated.
- c. Golf equipment used during Competition must meet Equipment Rules as provided in Appendix II of the Rules of Golf; any Participant using "illegal" equipment will be eliminated from Competition.
- d. The Competition is organized and promoted by Toptracer but entry to and participation in the Competition is subject always to availability at your local Venue (please check your local Venue is open and running the Competition before visiting!). Venues are independent from Toptracer and set their own policies, opening times and availability, which you are required to follow. To enter the Competition you are required to purchase balls, bay time or otherwise access the Venue in line with its policies.
- e. A concurrent 9-shot challenge is being run on Toptracer's digital sister-platform, WGT, but such contest is entirely separate from the Competition.



**PROMOTER DETAILS:**

The Competition is being promoted and organized in your local territory by the applicable TEG company listed below. References to “Toptracer” in these rules mean such applicable local company.

- **USA, Canada, Central & South America:** *Topgolf USA, Inc (a Delaware Corporation) of 8750 N. Central Expressway, Suite 1200, Dallas, TX 75231.*
- **Sweden, Japan & South Korea:** *Topgolf Sweden AB (556718-7983), Svärdvägen 3, 182 33 Danderyd, Sweden.*
- **All other locations:** *Topgolf Limited (03724493), Unit 8 Shepperton Business Park, Govett Avenue, Shepperton, U.K., TW17 8BA.*

Questions regarding the Competition or these rules can be sent to us at the appropriate address stated above, or to [marketing@toptracer.com](mailto:marketing@toptracer.com).