

**2021-2022 AMERICAN GOLF CENSUS SWEEPSTAKES**  
**Official Rules**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** 2021-2022 American Golf Census Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States and the District of Columbia and legal residents of Canada (except Quebec) who are at least eighteen (18) years old at the time of entry. Employees of National Golf Foundation and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to enter or win. Sweepstakes subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Canadian contingent winners will have to answer a time-limited arithmetic skill question to win.

**2. Sponsor:** National Golf Foundation, 501 N Highway A1A, Jupiter, FL 33477.

**3. Timing:** The Sweepstakes begins on September 24th, 2021 at 12:01 a.m. Eastern Time (“ET”) and ends on January 31th, 2022 at 11:59 p.m. ET (the “Promotion Period”). The Sweepstakes will consist of one (1) Entry Period, which run according to the below schedule within the Promotion Period.

<b>Entry Period</b>	<b>Start Date (at 12:01 a.m. ET)</b>	<b>End Date (at 11:59 p.m. ET)</b>	<b>Approximate Draw Date</b>
1	09/24/2021	01/31/2021	02/10/2021

Sponsor’s computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit <http://www.americangolfcensus.com> and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) entry into each Entry Period. Each participant may personally enter one (1) time during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one personal (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted

address. Each potential winner may be required to show proof of being the authorized account holder.

**Tell A Friend Program:** After you enter the Sweepstakes, you will be issued a unique custom URL that you may use to invite friends to enter the Sweepstakes. When any invited friend clicks on your custom URL, you will receive an email from Sponsor containing a single-use \$20 promotional gift code that may be used for purchases at Golfballs.com, an online retailer with its principal headquarters at 126 Arnould Blvd, Lafayette, LA 70506. The gift code may be applied toward any purchase from Golfballs.com (no minimum order), but it cannot be combined with any other current offers or promo codes. It is a single-use code and does not carry a balance. The code is good for one year from receipt. Qualified sweepstakes entrants who share their custom URL with friends, but do not receive an email with a \$20 promotional code may contact the Sponsor at census@ngf.org to request receipt of a \$20 promotional gift code. Sponsor reserves the right to accept or deny at such requests at its sole discretion. Qualified entrants who share their custom URL with friends do not receive any additional entries into the Sweepstakes or an increased chance of winning. Sponsor and Golfballs.com reserve the right to change the monetary amount of the gift code at any time during the Sweepstakes period or disallow the use of gift codes from entrants that attempt to obtain more than one gift code by using multiple/different email addresses, identities, registrations and logins, or any other methods.

**5. Prize Drawings:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Entry Period winners from all eligible entries received during the Entry Periods. Sponsor will randomly select all contingent winners from all eligible entries received during the Promotion Period, on or around July 10<sup>th</sup> 2021. The contingent winners will be notified by email at the email address provided in the official entry. Each contingent winner of a prize with an Approximate Retail Value ("ARV") of \$600 or greater (if contingent winner is a minor in his/her state of residence then a parent/guardian) will be required to sign and return an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit"), which will require the contingent winner to provide his/her social security number and must be received by Sponsor within ten (10) days after the date notice or attempted notice is sent, in order to claim his/her prize. If a contingent winner cannot be contacted, fails to sign and return the fully completed and signed Affidavit within the required time period (if applicable), or prize is returned as undeliverable, contingent winner forfeits prize. Contingent winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a contingent winner of a prize with an ARV of \$25.01 or greater is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only one (1) alternate drawing will be held, after which the applicable prize will not be awarded. Unclaimed prizes with an ARV of \$25 or less will not have an alternate drawing and will not be awarded. All Entry Period prizes will be delivered approximately 24 - 36 weeks after the Entry Period drawings. See prize description for prize fulfillment dates for event/trip prizes

## 6. Prize:

### **\$3,000 Golf Shopping Spree**

- Grand Prize – A golf stimulus whereby winner will create his or her ultimate wish list of up to \$3,000 (ARV) worth of new 2021 and 2022 golf equipment, apparel and gear to be purchased from manufacturers and retailers by NGF within six (6) months of winner selection.

Total Number of Prizes: 1

**Total ARV: \$3,000**

For All Trip Prizes: Unless otherwise specified, each winner must complete the prize within one (1) year from the drawing date or prize will be forfeited. Prize is subject to product availability. No refund or compensation will be made in the event that particular pieces of golf equipment, apparel and gear are unavailable for purchase for each winner by the Sponsor.

For All Prizes: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute an entire prize or any component of a prize for one of equal or greater value if the designated prize or any component of a prize should become unavailable for any reason (including determination of winner after prize fulfillment date) or if Sponsor determines such replacement is in the best interests of the winner. Winner is responsible for all taxes and fees associated with prize receipt and/or use (unless stated otherwise). Sponsor's designation of Approximate Retail Value will be final for the purposes of these rules and any IRS 1099 form. Odds of winning a prize depend on the number of eligible entries received during each Entry Period. Limit: One (1) Entry Period Prize per person.

**7. Release:** BY ENTRY IN THIS SWEEPSTAKES AND/OR RECEIPT OF ANY PRIZE, WINNER AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, NATIONAL GOLF FOUNDATION, AND ITS RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PERSONS") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**10. Limitations of Liability:** The Released Parties are not responsible for (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provide that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**11. Disputes:** Except where prohibited, entrant agrees that: (1) 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, and exclusively by the courts sitting in the state of Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and

(3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Florida, without giving effect to any choice of law or conflict of law rules (whether of the state of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Florida.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy at <http://www.americangolfcensus.com>.

**13. Winner List:** Winner List requests will only be accepted after the promotion end date (listed above) and no later than March 31, 2022. For the Winner List, visit the promotion website and click on the FAQ link for details on how to request a list of winners.