

## **GOLFWEEK HOLIDAY GIVEAWAY OFFICIAL RULES**

*NO PURCHASE NECESSARY TO ENTER OR TO WIN. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.*

*This Giveaway is in no way sponsored, endorsed, administered by, or associated with Instagram, Inc. ("Instagram"). Information is being provided to the Sponsor (as defined below), not Instagram. As an Entrant (as defined below), you also understand that by using and interacting with Instagram you are subject to the terms, conditions, and policies that govern the use of the site. You should consequently review the applicable terms and policies for Instagram, including privacy and data gathering practices, before using or interacting with this site.*

### **GIVEAWAY PERIOD**

The Golfweek Holiday Giveaway (the "Giveaway") begins at 12:01 a.m. Eastern Time ("ET") on December 18, 2024 and ends at 11:59 p.m. ET on December 22, 2024 (the "Giveaway Period").

### **SPONSOR**

USA Today Sports Media Group, LLC d/b/a Golfweek ("USAT"), 1675 Broadway, 23<sup>rd</sup> Floor, New York, NY 10019 ("Sponsor").

### **BUSINESS SPONSORS / PRIZE PROVIDERS**

Cart Tek, 150 SE Logsden St., Bend, Oregon 97702  
Callaway, 425 Meadow St., Chicopee, MA 01013  
The Grint, 2030 S Douglas Rd. Suite 209, Coral Gables, FL 33134  
Psycho Bunny, 320 W 37th St., New York, NY 10018  
(collectively, the "Business Sponsors")

Sponsor and the Business Sponsors may collectively be referred to throughout these Official Rules as the "Giveaway Entities".

### **ELIGIBILITY**

The Giveaway is open only to persons who are (a) legal residents and physically reside within the fifty (50) United States (excluding Alaska, Hawaii, Puerto Rico) and the District of Columbia and (b) eighteen (18) years old or the age of majority (19 in Alabama and Nebraska, 21 in Mississippi) at the time of entry (each, the "Entrant", or, collectively, the "Entrants"). Employees, contractors and interns of the Giveaway Entities and each of their respective divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies (including, in each case, immediate family members) are not eligible to enter the Giveaway. For purposes of this Giveaway, "immediate family members" is defined as spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws", or by current or past marriage, remarriage, adoption, co-habitation or other familial extension, and any other persons residing at the same household location, whether or not related.

In order to enter the Giveaway or win the prize, the Entrant must comply fully with these official rules (the "Official Rules"), and by entering agrees to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects.

## **HOW TO ENTER**

Entry in the Giveaway does not require payment or purchase of any kind. To enter the Giveaway, the Entrant must have an Instagram account. If you do not have an Instagram account you may create one for free by visiting [instagram.com](https://www.instagram.com). By submitting your information and creating an account, you agree to the terms of use and privacy policy of Instagram. If you do not agree to such terms of use and privacy policy, you cannot create an account or participate in this Giveaway. Sponsor may not receive Entries (as defined below) from Instagram users with “private” updates (i.e., Entrant has set his or her account so that only people the Entrant has approved can view his or her updates.) If Entrant is using his or her mobile device to enter, charges, including message and data rates, may apply. Entrants should consult their wireless service provider regarding its pricing plans.

To enter and be eligible for this Giveaway, each Entrant must do all of the following:

1. Follow the Sponsor and “Like” the Sponsor’s “Holiday Giveaway” post on Instagram (the “Post”);
2. Follow each Business Sponsor on Instagram; and
3. Tag at least one (1) friend in the comments section of the Post

(each the “Entry” and collectively the “Entries”).

Although not required for entry in the Giveaway, Entrants are encouraged to share the Post on his or her Instagram story.

**ALL ENTRIES MUST BE RECEIVED BY 11:59 P.M. ON DECEMBER 22, 2024 (THE “SUBMISSION DEADLINE”). NO ENTRIES WILL BE ACCEPTED AFTER THIS TIME.**

Limit of one (1) Entry per unique Instagram account and per person per Giveaway. Entries generated by script, macro or other automated means are void, as are Entries that are illegible, garbled, incomplete or that contain errors. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. Sponsor’s computer is the official time-keeping device for the Giveaway and determines the order of receipt of entries. All Entries become the property of Sponsor. No other entry method will be accepted.

**By entering this Giveaway, you, the Entrant, agree to release Instagram of any responsibility and acknowledge that this Giveaway is not sponsored, endorsed, or administered by Instagram.**

## **ENTRY INFORMATION; COMMUNICATIONS; OPT-OUT.**

As a condition of entering the Giveaway, and by entering, each Entrant gives consent for Sponsor to obtain, process, store and deliver the Entrant’s name, email address, state of residency, and other collected information to Sponsor and to Sponsor’s service providers and the Business Sponsors: (i) for the purpose of administering this Giveaway; (ii) to comply with applicable laws, regulations and rules; and (iii) to communicate with Sponsor about offers and promotions from Sponsor’s affiliates and/or the Business Sponsors. Any information the Entrant provides to the Sponsor may be used to communicate with the Entrant in relation to this Giveaway or on a Giveaway winner’s list and/or for the other purposes specified herein. Collection and use of personally identifiable information will be in accordance with Sponsor’s Privacy Policy or the

applicable Business Sponsor's privacy policy. Any email communication from Sponsor and/or the Business Sponsors will contain an *Unsubscribe* link enabling the Entrant to opt-out of further communications (except for Giveaway administration if the Entrant continues to participate after unsubscribing). The Entrant may request deletion of their collected information by sending an email to Sponsor or the applicable Business Sponsor requesting the deletion of collected information, and following the instructions provided.

#### **GOOD CONDUCT; BACKGROUND CHECK**

Any Entrant participating in this Giveaway may be disqualified if he or she partakes in any activity or act that, in the Giveaway Entities' reasonable judgment, (a) tends to bring the Entrant into public disrepute, contempt, scandal, or ridicule, or tends to shock insult, or offend the majority of the consuming public or any protected class or group; and/or (b) may in any way injure or adversely reflect on the name, goodwill or reputation of the Giveaway Entities, their affiliates, or respective products, logos or trademarks, including, without limitation, being arrested, charged with or convicted of substance abuse or DWI, a felony or misdemeanor, or crime of moral turpitude, or charged with a fraud ("Negative Acts"). If the Entrant commits any of the Negative Acts, the Giveaway Entities shall have the right, in their sole and absolute discretion, to disqualify such participating Entrant, without any further obligation or liability to the Entrant. The Giveaway Entities reserve the right to conduct a background check, including a check of criminal records, with respect to any Entrant eligible for a prize, and by participating in this Giveaway, each participating Entrant consents to such background check.

#### **RANDOM DRAWING**

On or about December 23, 2024, one (1) winner will be chosen in a random drawing (the "Drawing") from all eligible Entries received by the Submission Deadline (the "Winner").

The decisions of Sponsor as to the administration and operation of the Giveaway and the selection of the Winner and in all other matters related to the Giveaway are final and binding. The selected Winner is deemed the "potential Winner" pending verification of his/her eligibility and compliance with these Official Rules. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential Winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential Winner may be selected in a random drawing.

#### **ODDS OF WINNING**

Odds of winning depend on the number of eligible Entries received by Sponsor by the Submission Deadline.

#### **NOTIFICATION OF THE WINNER**

The potential Winner may be asked by Sponsor for an eligible email address by "direct message" and will then be notified by email on or around December 23, 2024 ("Prize Notification"). Prize Notification is deemed to have occurred immediately upon the sending of an email or any other form of communication the Giveaway Entities may use to contact a potential Winner. If a potential Winner does not respond to the Prize Notification within two (2) business days after the Prize Notification, the Giveaway Entities may select an alternate Winner in a random drawing from all remaining eligible Entries. The Giveaway Entities reserve the right to modify the notification procedures in connection with the selection of any alternate potential Winner, if any.

## **REQUIRED DOCUMENTATION**

The potential Winner may be required to submit an affidavit of eligibility/release of liability/prize acceptance agreement (the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive any prize(s). If any potential Winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor, submits a falsified or fraudulent Affidavit, or if the prize or Prize Notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential Winner, such potential Winner may be disqualified and an alternate may be selected in a random drawing, in the Giveaway Entities' sole determination. Non-compliance with these Official Rules shall result in disqualification and award of the prize to an alternate winner. The Giveaway Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential Winner.

## **PRIZE PACKAGE**

**The potential Winner is subject to verification and the potential Winner's full compliance with these Official Rules before any prize will be awarded.**

The Winner will be awarded the following golf prize package (the "Golf Prize Package"). The approximate retail value ("ARV") of the prizes is detailed below.

### **1. Callaway**

Fairway 14 Stand Bag with Lowrider 2.0 tech.

ARV is \$280

### **2. TheGrint**

(a) One (1) Pro Membership on TheGrint for 1 year;

(b) One (1) Pro Membership on TheGrint for 1 year (Winner can gift to someone);

(c) One (1) bag of TheGrint Branded Golf Tees;

(d) Two (2) TheGrint Branded Ball Markers;

(e) One (1) Swingman Connected Rangefinder - Bluetooth connected to TheGrint; and

(f) Three (3) Swingman Golf Gloves

ARV is \$ 525

### **3. Psycho Bunny**

Four (4) Polo Shirts

ARV is \$125 per shirt

### **4. Cart Tek**

One (1) Cart Tek Formula Remote Golf Trolley

ARV is \$1,549

The total ARV of the Golf Prize Package is \$ 2,854.

The Golf Prize Package will be shipped to the Winner by January 31, 2025.

## **PRIZE CONDITIONS**

No substitution or transfer of the Golf Prize Package or any prize will be allowed, except at the sole discretion of Sponsor. Sponsor reserves the right to substitute prizes of equal or greater value. The Golf Prize Package has no cash value and may not be redeemed for cash at any time.

## **TAXES**

All local, state and federal taxes incurred by accepting a prize will be the sole responsibility of the Winner.

## **PUBLICITY RELEASE**

By entering the Giveaway, the Winner grants the Giveaway Entities, and each of their respective affiliates, parent companies, and subsidiaries, the perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable right (but not the obligation), to use any or all of the Winner's name, image, likeness, voice, identity, social media ID, statement, hometown, and/or biographical information, in any and all media now known or later devised and through any media channels, for any and all purposes (whether commercial, non-commercial, or otherwise), without any further compensation, consideration, notice to, or approval by the Winner, unless prohibited by law. The foregoing license includes the right of the Giveaway Entities to modify and/or edit the Winner's likeness, provided that the Giveaway Entities will not modify or edit the Winner's likeness in a manner that is reasonably likely to be disparaging of the Winner.

## **INTERNET**

It is each Entrant's responsibility to enter in the appropriate manner, and assurance of delivery of the Entry is the sole responsibility of the Entrant. Each Entrant is responsible for all costs or charges involved in accessing the participating websites and warrants that the cost of accessing the websites, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that the cost of this access is not an incremental cost. The Giveaway Entities may run multiple campaigns and/or other sweepstakes/contests simultaneously (separately or collectively). Participation in one campaign, sweepstakes/contest or the Giveaway does not constitute participation into any other. If for any reason the internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering (including an individual or the Entrant who has tampered with the entry process), unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Giveaway Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, Giveaway Entities reserve the right, in their sole determination, to cancel, terminate, modify, or suspend the Giveaway. Giveaway Entities assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft, or destruction or unauthorized access to, or alteration of Entries. Giveaway Entities reserve the right, in their sole determination, to void and disqualify all Entries generated by a script, computer programs, macro, programmed, robotic or other automated means. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Giveaway in the Giveaway Entities' sole and absolute determination. Giveaway Entities are not responsible for lost, misdirected, illegible, damaged or undelivered Entries. Giveaway Entities are not responsible for any problems or technical malfunctions of any telephone network or lines, computer online systems, services or providers, computer equipment, software, failure of any email or entry to be received due to technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading of any material in this Giveaway. CAUTION: Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway is a violation of criminal and civil laws and should such an attempt be made, Giveaway Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. In

the event of a dispute, Entries will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

### **SUSPENSION / MODIFICATION / TERMINATION**

In the event Giveaway Entities are prevented from continuing with the Giveaway by any event beyond their control, including, but not limited to, fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Giveaway by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Giveaway Entities' control (each a "Force Majeure" event or occurrence) Giveaway Entities shall have the right to modify, suspend or terminate the Giveaway or prize. Giveaway Entities additionally reserve the right, in their sole determination: (a) to modify, suspend or terminate the Giveaway at any time; or (b) to permanently disqualify any Entrant that Giveaway Entities reasonably believe has been: (i) tampering with the entry process or the operation of the Giveaway; (ii) acting in violation of these Official Rules; or (iii) acting in an unsportsmanlike manner.

### **GOVERNING LAW**

This Giveaway and these Official Rules will be governed by the laws of the State of Delaware, without regard to conflict of law principles. Any disputes arising from or relating to this Giveaway, these Official Rules (including their construction, validity, and enforceability), the prizes being awarded, and/or any rights or obligations hereunder will be adjudicated, individually (not by any class or representative action), exclusively in the State or Federal Courts located in Delaware.

### **ARBITRATION AND DISPUTE RESOLUTION**

The parties each agree to finally settle all disputes and claims only through arbitration, as further described below; provided however that Giveaway Entities shall be entitled to seek injunctive or equitable relief in the state and federal courts in Delaware, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. This Arbitration and Dispute Resolution section applies to all disputes and claims that arise under, in connection with, or relate to this Giveaway, these Official Rules (including their construction, validity, and enforceability), the prizes, and/or any rights or obligations hereunder; that arose under, in connection with, or relate to any previous version of the Official Rules or that otherwise arose before these terms went into effect; or that may arise in connection with or after or otherwise relate to the termination of this Giveaway or the Official Rules. Giveaway Entities' right to amend these Official Rules, in whole or in part, does not apply to this Arbitration section. The version of this Arbitration section in effect on the date the Entrant accepted these Official Rules controls.

By participating in this Giveaway, each Entrant agrees that any and all claims that arise out of, in connection with, or in any way relate to the Giveaway, prizes and/or Official Rules or any of the Giveaway Entities will be resolved by binding arbitration, rather than in court, except an Entrant may assert claims on an individual basis—not as a class action or other representative basis—in

small claims court if they qualify. This includes any claims an Entrant asserts against any of the Giveaway Entities and each of their divisions, affiliates, parent companies, subsidiaries, advertising and promotion agencies, prize suppliers and their respective directors, officers, employees and agents (collectively "Releasees"). Prior to beginning an arbitration proceeding, an Entrant must send a letter to the Administrator describing the claims and the party(ies) against which the Entrant is asserting them. If any of the Giveaway Entities have claims against the Entrant, Administrator will give the Entrant notice at the email address or street address provided. If the parties are not able to resolve the matter, the party pursuing arbitration must file a case according to the rules set forth by the American Arbitration Association (AAA). Arbitrations will be conducted by the AAA under its rules, including the AAA Consumer Arbitration Rules (together, the "AAA Rules"), but subject to and in accordance with the class-action waiver below, and NOT under the AAA's Supplementary Rules for Class Arbitrations. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The AAA's rules and a form for initiating proceedings are available at <https://adr.org> and <https://adr.org/sites/default/files/Consumer-Rules-Web.pdf>. The Entrant and each of the Giveaway Entities (on its own behalf and on behalf of the Releasees) acknowledges and agrees that each such party is waiving the right to a trial by jury and is waiving the right to participate as a plaintiff or class member in any purported class-wide legal proceeding as to all claims as further described below. Further, unless the Entrant and the applicable Releasee both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. Unless otherwise required by the applicable arbitration rules, the Entrant agrees that any required arbitration hearing will be conducted either (a) in Dover, Delaware; (b) the county in which the Entrant resides, (c) via phone or video conference; or (d) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

#### **WAIVER OF JURY TRIAL AND CLASS ACTIONS**

The Entrant and each Giveaway Entity (on its own behalf and on behalf of the Releasees) each acknowledges and agrees that each such party is waiving the right to a trial by jury both as to all arbitrable claims, and as to any other legal action if a claim is deemed not subject to the arbitration provisions above. The Entrant and each Giveaway Entity (on its own behalf and on behalf of the Releasees) each acknowledges and agrees that each such party is waiving the right to participate as a plaintiff or class member in any class-wide arbitration, purported class action lawsuit, private attorney-general action, or any other representative proceeding as to all claims. Accordingly, The Entrant and each Giveaway Entity (on its own behalf and on behalf of the Releasees) agrees that each party may bring disputes against another party and any Releasee only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding, including, without limitation, a federal or state class action lawsuit. However, nothing in this section limits a party's right as an individual plaintiff to file against another party an arbitration action as permitted under these Official Rules (or any other legal action if a claim is deemed not subject to the arbitration provisions above).

#### **WAIVERS, DISCLAIMERS AND RELEASES; LIMITATION OF LIABILITY**

By participating in this Giveaway, the Entrant agrees to release, discharge and hold harmless the Releasees from and against any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to the Entrant's participation in this Giveaway and/or related to any prize (including, without limitation, losses, damages or injuries to the Entrant's or any other person's equipment or other property, or to their persons, related to participation in this Giveaway; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in

a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Giveaway activity and/or prize). Without limiting the generality of the foregoing, the Entrant agrees that the Releasees: (a) have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with any Giveaway and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (b) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations (collectively, "Suppliers") as a part of the prizes provided in connection with any Giveaway; and (c) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the respective Releasee, and (4) by any cause, condition or event whatsoever beyond the control of the Releasees. The Entrant agrees that the Releasees shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by the Releasees; interruption or inability to access the websites, or Releasees' respective websites, or any online service via the Internet due to hardware or software compatibility problems; any damage to the Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of a Giveaway; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Releasees. Each Entrant further agrees to indemnify and hold harmless Releasees from and against any and all liability resulting or arising from the Entrant's participation in the Giveaway and to release all rights to bring any claim, action or proceeding against Releasees and hereby acknowledge that Releasees 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 a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. Releasees are not responsible for the actions of the Entrants in connection with any Giveaway, including the Entrant's attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of this Giveaway.

#### **LIMITATION OF LIABILITY**

THE RELEASEES WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE, LOST BUSINESS, ANTICIPATED PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, AND REGARDLESS OF WHETHER THE RELEASEES WERE OR SHOULD HAVE BEEN AWARE OF OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TO THE FULLEST EXTENT POSSIBLE BY LAW, THE RELEASEES' MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE GIVEAWAY, REGARDLESS OF THE NUMBER OF CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$500.



### **WAIVER OF UNKNOWN CLAIMS**

RESIDENTS OF CALIFORNIA OR STATES WITH SIMILAR LAW: IF YOU ARE A RESIDENT OF CALIFORNIA, OR OF A STATE WITH A LAW SUBSTANTIALLY SIMILAR TO SECTION 1542 OF THE CALIFORNIA CIVIL CODE, THEN YOU EXPRESSLY WAIVE ALL RIGHTS AND BENEFITS AFFORDED BY CALIFORNIA CIVIL CODE SECTION 1542 OR YOUR STATE'S SUBSTANTIALLY SIMILAR LAW, AND YOU DO SO UNDERSTANDING AND ACKNOWLEDGING THE SIGNIFICANCE OF SUCH SPECIFIC WAIVER THEREOF. SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA STATES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." THUS, NOTWITHSTANDING THE PROVISIONS OF SECTION 1542 OR YOUR STATE'S SUBSTANTIALLY SIMILAR LAW, AND FOR THE PURPOSE OF IMPLEMENTING A FULL AND COMPLETE RELEASE AND DISCHARGE OF RELEASEES, YOU EXPRESSLY ACKNOWLEDGE THAT THE RELEASE GRANTED BY YOU BY THESE RULES IS INTENDED TO INCLUDE IN ITS EFFECT, WITHOUT LIMITATION AND WITH RESPECT TO THE ENTIRETY OF THE RELEASE HEREIN, ALL CLAIMS NOT KNOWN OR SUSPECTED BY YOU AND ALL FACTS IN ADDITION TO OR DIFFERENT FROM THOSE WHICH YOU CURRENTLY KNOW OR BELIEVE TO BE TRUE, AND THAT THIS RELEASE CONTEMPLATES THE EXTINGUISHMENT OF ANY SUCH CLAIMS WHICH YOU MAY HAVE AGAINST ANY RELEASEES. ALL PROVISIONS OF THESE RULES APPLICABLE TO SECTION 1542 WILL APPLY WITH FULL FORCE AND EFFECT TO YOUR STATE'S SUBSTANTIALLY SIMILAR PROVISION.

### **MISCELLANEOUS**

The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Giveaway Entities' failure to enforce any term of the Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in the Official Rules, Giveaway Entities have sole and absolute determination. By participating in the Giveaway, the Entrant hereby agrees to waive any rights to claim ambiguity of the Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials or communications, privacy policy or terms of use on the websites and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Giveaway Entities' sole and absolute determination. Giveaway Entities will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Giveaway. Giveaway Entities reserve the right to change, alter, or amend these Official Rules as necessary, in its sole determination, to ensure the fair administration of the Giveaway or to comply with applicable law. Any and all decisions of Giveaway Entities regarding the Giveaway are final.

**USE OF TRADEMARKS**

The use of a third-party trademark in connection with any prizes being awarded in this Giveaway is for the purposes of prize description only and such use is not intended to suggest or imply sponsorship, endorsement or the approval of this Giveaway.

**NAME OF WINNER**

To obtain the name of the Winner, send a self-addressed, stamped envelope to Golfweek Holiday Golf Giveaway, 175 Sully's Trail, Pittsford, New York 14534 Attn: Legal Dept. or email Devin Smith at [dsmith1@gannett.com](mailto:dsmith1@gannett.com) by February 1, 2025.

**QUESTIONS**

Any questions on this Giveaway should be directed to Devin Smith at [dsmith1@gannett.com](mailto:dsmith1@gannett.com).