THE GREATEST 5-HOLE GOLF TOURNAMENT 2022

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR A CLAIM PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, 21 YEARS OF AGE AND OLDER AS OF THE DATE OF ENTRY, EXCEPT OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES OF TITLETOWN SPORTSERVICE INC. OR ANY OTHER PARTY ASSOCIATED WITH THE DEVELOPMENT OR ADMINISTRATION OF THIS TOURNAMENT. THIS OFFER IS VOID IN RHODE ISLAND, PUERTO RICO, AND ALL OTHER U.S. TERRITORIES, U.S. MILITARY INSTALLATIONS IN FOREIGN COUNTRIES AND POSSESSIONS AND WHEREVER PROHIBITED BY LAW. (SEE COMPLETE ELIGIBILITY REQUIREMENTS BELOW).

- **1. SPONSOR:** Titletown Sportservice Inc. ("**Sponsor**") is solely responsible for all aspects of this contest. Any advertisers associated with the Tournament, if any, shall be deemed a "**Promoter**" for purposes of these Official Rules. This contest will be administered by The Turn powered by Topgolf Swing Suite, 1025 Lombardi Ave, Suite 120, Green Bay, WI 54304 (the "**Administrator**").
- 2. ELIGIBILITY. The Greatest 5-Hole Golf Tournament 2022 (the "Tournament") is open only to legal residents of the U.S., who are 21 years of age or older as of the date of entry. Employees of Titletown Sportservice Inc. or any other entities involved in the administration of the Tournament (collectively the "Tournament Entities") or any of their respective parents, subsidiaries, and affiliated companies, or any advertising, promotion judging or public relations company doing business with any of the Tournament Entities or their respective parents, subsidiaries and affiliates or their immediate family members and/or those living in the same household (whether related or not) are not eligible to submit an Entry or win the Tournament. The term "immediate family member" includes spouses, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, step-grandchildren or other family extension, regardless of where they live, and any persons residing in the same residence as the winner at least three (3) months per year, whether related or not. The Tournament is void in Rhode Island, Puerto Rico, and all other U.S. territories, U.S. military installations in foreign countries and possessions and where prohibited by law, and is subject to all federal, state, local, and municipal laws and regulations. The Tournament will be governed by the internal laws of the State of Wisconsin, without regard to its conflicts of laws principles.

Participation in the Tournament constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor regarding all matters relating to the Tournament are final and binding. Winning any prize is contingent upon fulfilling all requirements set forth herein. From all eligible entries received, one entrant will win the grand prize as outlined in Section 7 herein. From all eligible entries received, additional entrants

may win additional prizes as outlines in Section 7 herein. This Tournament is subject to all applicable federal, state, local and municipal laws and regulations.

- **3. TIMING:** Entry in the Tournament begins on Thursday, June 3, 2022, at 12:00 PM CT and ends on Tuesday, August 2, 2022 at 6:30 PM CT. All entries must be received during the Entry Period. The first round of the Tournament will begin on Tuesday, June 7, 2022, from 5:00 PM 6:30 PM CT, with the second round of the Tournament to begin on Tuesday, July 5, 2022 from 5:00 PM 6:30 PM CT, and the third round is expected to be played on Tuesday, August 2, 2022 from 5:00 PM 6:30 PM CT. For purposes of these Official Rules, all times and days are Central Time. Sponsor's computer is the official time-keeping device for the Promotion.
- **4. REGISTRATION & ENTRY:** Entrants must register at the host stand located inside The Turn to be eligible for the Tournament. Your entry will be considered completed when signed and dated by a staff member of The Turn. Your entry is only valid once you have completed each round of the Tournament you registered for.

You may be asked to consent to receive promotional emails or offers. This is optional and does not affect your chances of winning a prize in this Promotion. You are NOT required to give consent to receive such emails or offers in order to participate in the Tournament or win any prize.

Limit of one entry per person per round of the Tournament during the Entry Period. Multiple entries as determined by Sponsor in its sole discretion, will result in disqualification of all entries by such person. Entries that do not conform to or that violate these Official Rules or are submitted in any manner other than stated in these Official Rules will be disqualified. By entering the Tournament, entrants agree to these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Promotion.

- **5. HOW TO PLAY:** Entrants will play all five (5) holes in at least one (1) round of the Tournament on the Topgolf Swing Suite Bay simulator. Entrants will simulate playing golf on a real golf course throughout the Tournament.
- **a. General.** The objective of the Tournament is to play in at least one (1) of the three (3) rounds of the Tournament to be entered to win the Grand Prize as outlined in Section 7 herein.

For each round of the Tournament, every entrant will be entered for an equal chance to win the Second Prize as outlined in Section 7.

The entrant with the longest drive from all three (3) rounds of the Tournaments on the PGA National Champion Course 10th Hole will receive the Longest Drive Prize as outlined in Section 7.

Throughout the tournaments, if an entrant gets a hole-in-one on the St. Andrews Links Old Course 8th Hole, that entrant will receive the Hole-in-One Prize as outlined in Section 7 herein.

The best dressed entrant of any round of the Tournament, deemed so by the staff at The Turn, will win the Best Dressed Prize and will have a picture featured on The Turn's website.

6. WINNER DETERMINATION/NOTIFICATION: Sponsor/Administrator will review all eligible entries received during the Entry Period.

The Grand Prize: winner will be randomly selected at a date and time chosen by the Sponsor/Administrator after the completion of the final tournament on August 2, 2022. There is no entry fee required to be entered to win this prize.

The Second Prize: winner will be randomly selected at a date and time chosen by the Sponsor/Administrator after the completion of the final tournament on August 2, 2022. There is no entry fee required to be entered to win this prize.

Longest Drive Contest: The entrant with the longest drive, in yards, from all three (3) rounds of the Tournament will win the Longest Drive Prize and will be awarded said prize at a date and time chosen by the Sponsor/Administrator after the completion of the final tournament on August 2, 2022.

Hole-in-One Prize: If an entrant gets a hole-in-one on the St. Andrews Links Old Course 8th Hole, that entrant will receive the Hole-In-One Prize.

The Best Dressed Prize: entrant, deemed so by the staff at The Turn, will have a picture featured on The Turn's website. There is no entry fee required to be entered to win this prize.

Entry materials/data that have been tampered with or altered are void. Winners will be determined on or about Tuesday, August 2, 2022.

7. PRIZES.

Sponsor will award five (5) prizes: (the "Grand Prize," a "Second Prize," a "Longest Drive Prize," a "Hole-in-One Prize," and a "Best Dressed Prize").

Grand Prize: Over the 3 tournaments, a Miller Lite golf bag, valued at \$40, and two (2) Green Bay Packers Tickets, valued at around \$260. \$300 total value in prizes.

Second Prize: \$100 gift certificate for The Turn and one (1) Miller Lite golf bag, valued at \$40. \$140 total value in prizes.

Longest Drive Prize: \$100 gift certificate for The Turn. \$100 total value in prizes.

Hole-in-One Prize: Any entrant receives a Miller Lite golf bag, valued at \$40, and one (1) bucket of Miller Lite cans, valued at \$20. \$80 total value in prizes.

Best Dressed Prize: Picture will be featured on the website.

Odds of winning a prize depends on the total number of eligible entries received. Gift Certificates are NOT redeemable/exchangeable for cash. Other restrictions may apply. No cash or other prize substitution, assignment or transfer of prize permitted, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or portion thereof with one of comparable or greater value. Prizes winners will need to claim their prize in person at The Turn Restaurant Lounge, 1025 Lombardi Ave, Suite 120, Green Bay, WI 54304, during regular business hours within 60 days of notification.

- **8. ENTRY ERRORS/ NO RETURN OF ENTRIES; DISPUTES.** Neither Sponsor nor Promoters are responsible for lost, late, incomplete, damaged, stolen, invalid, illegible or misdirected entries, which will be disqualified. Once submitted, entries become the sole property of Sponsor and will not be acknowledged or returned. Winners may be required to show proof of identification. SPONSOR RESERVES THE RIGHT TO DISQUALIFY ANY POTENTIAL WINNER IF IT DETERMINES, IN ITS SOLE DISCRETION, THAT ANY USER INFORMATION WAS CHANGED OR FALSIFIED IN ORDER TO MEET ELIGIBILITY REQUIREMENTS. The decisions of the staff at The Turn officiating the tournament shall be final and binding regarding the outcome and scoring of the tournament.
- 9. POTENTIAL WINNERS. ALL POTENTIAL WINNING ENTRIES ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL. SPONSOR SHALL SOLELY DETERMINE ANY FORM OF VERIFICATION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS, AFFIDAVITS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION **PROCESS.** Potential winner will be notified via phone or email within thirty (30) business days following the end of the Tournament Period. It is the sole responsibility of the entrant to notify the Sponsor if his or her phone number or e-mail address has changed. A potential winner will be disqualified and an alternate potential winner may be selected if (i) he/she does not comply with these rules (or is otherwise determined to be ineligible), (ii) he/she does not claim his or her prize within sixty (60) days of its transmission, or if the prize notice, after three (3) attempts, is unable to be made due to an undeliverable email or out-of-service phone number, or (iii) the prize is undeliverable for any reason. If Sponsor notifies, or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prize. Winning a prize is contingent upon fulfilling all requirements set forth herein. Winner is solely responsible for any and all expenses, relative to participation in the Promotion (including acceptance of any prize) not specified herein.
- **10. CONDITIONS OF PARTICIPATION.** Participation in any round of the Tournament constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's decisions. The decisions of the Sponsor in regard to all matters of this Tournament are final and binding. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the Tournament and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. In the event of a cancellation or termination by the Sponsor the prizes will be awarded in accordance with these

Official Rules at the time of any said action, or prizes will be awarded in such other manner deemed fair and appropriate by Sponsor.

- 11. RELEASE AND INDEMNITY. Acceptance of a prize constitutes permission to use the entrant's name, biographical information, voice, statements, photographs or likeness for publicity or promotional purposes without further compensation and without the right to receive notice, review, or approval by any entrant and his or her parent or legal guardians, except where prohibited by law. By entering this Tournament, each entrant agrees to defend, indemnify and hold harmless the Tournament Entities and their respective parent, subsidiaries, affiliates and/or related companies and each of their officers, directors, shareholders, employees, agents, and representatives from any and all damages, injuries, claims, causes of action, or losses of any kind (including but not limited to reasonable attorney's fees) arising out of or relating to entrant's participation in the Tournament; entrant's receipt or use of any prize if selected as a Grand Prize or other winner; entrant's violation of any term of these Official Contest Rules; entrant's violation of any third-party right, including without limitation any copyright, trademark right, property, or privacy right; or any claim that the Entry caused any type of damage to a third party. By entering the Tournament, entrant accepts and agrees to be bound by these Official Contest Rules and the decisions of Titletown Sportservice Inc. Titletown Sportservice Inc. reserves the right to reject and disqualify any submissions that could be offensive or inappropriate or that do not meet the terms and conditions of these Official Contest Rules. Titletown Sportservice Inc. reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Tournament or website; violates the Official Contest Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Titletown Sportservice Inc. is not responsible for any damage to entrant's computer in connection with accessing or downloading any information from The Turn's website. Titletown Sportservice Inc. expressly reserves the right to accept or reject any Entry.
- **12. GAMBLING PROHIBITION.** This Tournament is strictly for entertainment purposes and may not be used in connection with any form of gambling.
- **13. FORCE MAJEURE:** The failure of Titletown Sportservice Inc. to comply with any provision of these Official Contest Rules due to an act of God, hurricane, pandemic or epidemic, war, terror, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of Titletown Sportservice Inc. or other force majeure event will not be considered a breach of these Official Contest Rules.
- **14. LIMITATIONS OF LIABILITY.** The Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Tournament or the prizes and are not responsible for technical or human error which may occur in connection with any aspect of the

Tournament.

SPONSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF ANY PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- **15. DISPUTES/CHOICE OF LAW.** To the fullest extent permitted by law, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Tournament or the awarding of the prizes shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Tournament, 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.
- **16. PRIVACY POLICY:** Personal information provided in conjunction with Tournament entry is subject to Sponsor's privacy policy, available at https://theturngreenbay.com/privacy-policy/.

This Tournament is in no way sponsored, endorsed or administered by Facebook, Instagram or Twitter.