



Sunday Golf x GOLFTEC Win Your New Year's Resolution

Official Rules

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT OR DONATION WILL NOT INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY.** The GOLFTEC ("Sponsor") Sunday Golf x GOLFTEC Win Your New Year's Resolution" (the "Promotion") is only open to those who, as of the start date, are legal residents of the fifty (50) United States, including the District of Columbia, and who are at least the age of majority or older in their jurisdiction of residence as of the time of Entry. The Promotion is void where prohibited or restricted by law. Employees, officers and directors of Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotion agencies ("Promotion Entities") involved in the administration of this Promotion, and the immediate families (defined as parents, spouses, children, siblings, grandparents and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

2. **TIMING.** The Promotion Entry period begins at 12:00 PM Mountain Time ("MT") on 01/16/25 on and ends at 11:59 PM MT on 01/19/25 (the "Entry Period"). Sponsor's computer is the official timekeeping device for the Promotion.

3. **HOW TO ENTER.** To enter online,

Go to www.booking.golftec.com/sunday-golf-giveaway the Entry Period and follow the instructions for entering ("Entry").

Before entering the Promotion, your social media channel account settings must not restrict public access or else Sponsor will not be able to locate Entry and your Entry will not be included in the Promotion.

To enter, join Instagram if you haven't already done so and follow us at www.instagram.com/golftec/ and www.instagram.com/sundayswagger/. Like the promotion post, and tag a friend as requested in the promotion post. One additional entry may be received if you share the promotion post to Instagram stories using your account.

This Promotion is not sponsored, endorsed, administered by, or associated with Instagram. You understand that you are providing information to Sponsor and not to the applicable social media site.

Limit of three (3) Entries per person regardless of method of Entry. Multiple Entries, mass Entries, and Entries generated by script, macro, or other automated means or by any means that subvert the Entry process will be void.



Complete and submit all requested information during the Entry Period in accordance with the on-screen instructions. You must complete all required information to be eligible to win. All Entries must be received by Sponsor during the Entry Period. Any attempt by any participant to obtain additional Entries beyond the limit by using multiple/different email addresses, identities, registrations, or any other methods will void all of that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. All Entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of Entry by Sponsor.

4. **AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules, and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of Entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

5. **DRAWING; ODDS; NOTIFICATION.** On or about 01/20/25, Sponsor or Sponsor's designee will randomly select potential winner(s) from among all eligible Entries received. Odds of winning a prize depend on the number of eligible Entries received. The entrant selected must comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements and requests of Sponsor during the verification process. The potential winner will be notified either by phone, mail, courier and/or email or via social media direct message or notice on wall, at Sponsor's discretion. The potential winner may be required to execute and return to Sponsor a notarized Affidavit of Eligibility, a Liability Release, and, except where prohibited by law, a Publicity Release (collectively an "Affidavit/Release") in the form(s) provided by Sponsor in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor by the date and/or time indicated. If the potential winner cannot be contacted within three (3) days of the first attempt to contact him/her, or if the potential winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential winner is found to be ineligible, or if the potential winner does not comply with the Official Rules or the requests of Sponsor, then the potential winner may be disqualified and an alternate winner selected by Sponsor in its sole discretion in his/her place, at random from among all eligible non-winning entries received by Sponsor for the Promotion.

6. **PRIZE(S).** One Grand Prize; will be awarded in this Promotion. The approximate retail value ("ARV") of a prize is seven hundred fifty-five dollars [\$890]. A "prize" consists of and is limited only to two free GOLFTEC lessons, one Big Rig Cars & Loma Bag, one Swing Evaluation, and one Club Fitting. Prize must be accepted as awarded, and prize is awarded "AS IS" with no warranty, representation or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. No substitution, assignment or transfer of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize with another prize of greater or equal value. Winner is solely responsible for any and all costs, fees, taxes and expenses associated with prize award, receipt and use, including, without limitation, all federal, state and local taxes on the prize. For prizes valued over \$600, prize winner will be issued an IRS Form



1099 for the retail value of the prize. If potential winner does not wish to accept the prize, an alternate winner may be selected at random from the pool of eligible entrants. All details of the prize not set forth herein will be determined by Sponsor in its sole discretion. All entrants and Entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of information provided by a potential prize winner.

7. **PUBLICITY.** Except where prohibited by law, participation in the Promotion constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's Entry materials, name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online) now or hereafter known, worldwide, in perpetuity, and without further payment, consideration, notice, review, approval or consent. Despite the above, Sponsor has no obligation to use such materials in any manner.

8. **GENERAL CONDITIONS.** Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Promotion if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Promotion, there is any unsportsmanlike, dangerous, harassing or disruptive behavior associated with the Promotion, or there are viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award prizes from among eligible, non-suspect Entries received up to the time of suspected impairment. 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 Promotion or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies 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 or any other provision of these Official Rules.

9. **RELEASE.** By entering, each entrant forever, fully and irrevocably releases and holds harmless Sponsor and its parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, Promotion partners and prize suppliers, INSTAGRAM, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or Entry in the Promotion and/or winner's award, receipt or use of any prize awarded in the Promotion or any prize-related activity. By providing your information, you consent to receive automated marketing messages from Sunday Golf at the provided email address.

10. **LIMITATIONS OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, lost, misplaced, filtered, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete or misdirected Entries or Entries received through impermissible or illegitimate channels, all of which may be disqualified; (b)



technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the Entry process or the Promotion; (e) printing, typographical, electronic or human errors, which may occur in the offer or administration of the Promotion or the processing of Entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

11. **DISPUTES.** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Englewood, CO; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of Colorado; for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Promotion shall be governed by, and construed in accordance with, the laws of the State of Colorado; , without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Colorado; , the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado; .

12. **DATA COLLECTION.** Information collected in this Promotion will be administered by Sponsor in accordance with its Privacy Policy, located at <https://policies.golftec.com/privacy/>.

13. **WINNERS LIST.** To request a list of winners, send a self-addressed postage-stamped envelope to "Sunday Golf x GOLFTEC Win Your New Year's Resolution" — "Winner List Request," c/o GOLFTEC 67 Inverness Dr E Suite A, Englewood, CO 80112. Requests must be received by 03/06/25.

14. **SPONSOR.** The sponsor of the Promotion and the address at which the Sponsor may be contacted is GOLFTEC 67 Inverness Dr E Suite A, Englewood, CO 80112.