



CALLAWAY UPRO® GO

\$50 MAIL-IN REBATE

With the Purchase of a New Callaway uPro Go® GPS Device Between 5/14/10 - 7/31/10

Please print. Incomplete information will invalidate this claim form.

E-mail Address : _____

☐ Check here to receive Callaway e-newsletters to learn about exciting product information, special offers, promotions, tour news and more!

Name _____

Address (No P.O. Boxes) _____

City _____ State _____ Zip _____

Primary Phone _____

Location where qualified product purchase(s) made:

Store Name _____

For online purchases, include online retailer name.

*Offer excludes Callaway uPro

Offer valid for Callaway uPro Go devices purchased new at participating authorized U.S. retail locations. Mail-In Rebate form must be post marked by August 30, 2010 and received by September 15, 2010.

INSTRUCTIONS:

(see reverse for more details)

1. Complete this claim form in full.
2. For in-store purchases, attach original receipt to rebate form. For online purchases, attach your online purchase confirmation AND packing slip to the rebate form. Photocopies of receipts or packing lists will NOT be accepted.
3. On a separate piece of paper, attach your original bar code showing model number that is printed on the original packaging and corresponds to your original receipt.
4. Make a photo copy of your submission for your records.
5. Review the official rules to be sure that your submission is valid.
6. Mail completed fulfillment form, original proof of purchase document(s) and original bar code in one envelope. Must be postmarked by August 30, 2010 and received by September 15, 2010.
7. Allow 10-12 weeks for claim processing. (60 days in NY/NC).

MAIL TO:

Callaway uPro Go Rebate Offer
Dept. 11, offer 31123
P.O. Box 6104
Douglas, AZ 85655-6104

CALLAWAY UPPO GO - \$50 MAIL-IN REBATE OFFICIAL RULES / TERMS AND CONDITIONS

THE CALLAWAY UPPO® GPS DEVICE - \$100 MAIL-IN REBATE PROMOTION ("PROMOTION") IS AVAILABLE AT AUTHORIZED PARTICIPATING LOCATIONS IN THE UNITED STATES ONLY (EXCLUDING PUERTO RICO) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO CALIFORNIA LAW, VOID OUTSIDE OF U.S. AND WHERE PROHIBITED, MUST BE 18 YEARS OF AGE OR OVER.

PROMOTION BEGINS AT 12:01 A.M. (PACIFIC TIME) ON FEBRUARY 1, 2010 AND ENDS AT 11:59 P.M. (PACIFIC TIME) ON JULY 31, 2010 ("PROMOTION PERIOD"). PRODUCTS PURCHASED BEFORE OR AFTER THESE DATES ARE NOT ELIGIBLE FOR THIS PROMOTION.

SPONSOR: This Promotion is offered by Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, CA 92008.

TERMS AND CONDITIONS: The recitals above and the following terms and conditions (collectively, "Official Rules") govern this Promotion. By participating in this Promotion, each participant agrees to these Official Rules.

1) Follow each of the steps below to participate in the Promotion and claim your \$50 mail-in rebate ("Rebate"):

a) During the Promotion Period, purchase a new, Callaway UPPO Go™ GPS Device ("Qualifying UPPO Go") from a participating authorized U.S. retail location ("Qualifying Location"). **After** **excludes** Callaway UPPO® model GPS devices. Go to www.CallawayGolf.com for a complete list of Qualifying Locations. **Not all retailers selling Callaway GPS devices are participating in this Promotion. It is each participant's responsibility to verify if a particular retailer is a Qualifying Location. Store names must appear on receipt.** Purchases made from anyone other than a Qualifying Location are not eligible for this Promotion ("Non-Qualifying Purchases") and Rebate requests for such Non-Qualifying Purchases will be void. Non-Qualifying Purchases also include, among others (i) purchases made on auction online sites; (ii) purchases made outside of the United States; (iii) purchases of used, refurbished or pre-owned UPPO devices; (iv) purchases or redemptions made via member rewards or VIP programs; (v) wholesale, governmental, institutional or group purchases; (vi) products obtained through corporate or affiliate programs; loyalty programs, employee purchase programs or points programs; (vii) purchases made at Amazon.com websites and (viii) purchases made through third party websites. The promotion and packing list in the case of online purchases. Only actual purchasers of a Qualifying UPPO Go purchased from a Qualifying Location may participate in this Promotion. Promotion valid for purchases made by consumer end-users only and not for products purchased for re-sale or promotional/charity/tournament or other group events. Limit one Rebate per Qualifying UPPO Go and a maximum limit of three Rebates per person/household during the Promotion Period. While supplies last at retail. No substitutions or rain checks. Rebates cannot be sold or transferred.

b) For In-Store Purchases: Obtain your original cash register receipt for the purchase of your Qualifying UPPO Go ("Original Receipt"). Original Receipt must verify that purchase of Qualifying UPPO Go was made during the Promotion Period. Except in any State where expressly prohibited by law, only an Original Receipt from a Qualifying Location will be honored; duplicates (even if printed by a Qualifying Location), photocopies, handwritten, altered, or computerized documents and the like will not be accepted. Please keep a photocopy of the Original Receipt for your records.

c) For Online Purchases: Print a copy of your online purchase confirmation ("Online Purchase Confirmation") AND obtain the original packing slip ("Packing Slip") from the box once your Qualifying UPPO Go arrives. Your Online Purchase Confirmation must verify that the Qualifying UPPO Go was purchased during the Promotion Period. Please keep a photocopy of the Online Purchase Confirmation and original Packing Slip for your records.

d) Carefully remove the original bar code (also referred to as a UPC bar code) from your Qualifying UPPO Go purchase ("UPC Bar Code"). The UPC Bar Code is printed on the original packaging and is found under the Model Number (Model No. 5909254) in the bottom right hand corner of the side panel. Only the original UPC Bar Code from the actual Qualifying UPPO Go purchased will be accepted; incomplete, photocopied, illegible or unreadable UPC Bar Code labels will not be accepted.

e) To claim a Rebate, mail the following (collectively, a "Completed Redemption Request") on or before August 30, 2010:

- i) A completed Claim Form (available at Participating Retail Locations or on-line at www.callawaygolf.com/uppo2010/rebateform);
- ii) Original Receipt (for in-store purchases), or Online Purchase Confirmation and Packing Slip (for online purchases); and
- iii) Original UPC Bar Code for each Qualifying UPPO Go.

Completed Redemption Requests must be placed in one envelope to:

Callaway UPPO Go 2010 Rebate Offer
Dept. 11, offer 31123
P.O. Box 6104
Douglas, AZ 85655-6104

2) All Completed Redemption Requests must be postmarked on or before August 30, 2010 and received by September 15, 2010.

3) Incomplete, illegible, undeliverable and non-U.S. claims will not be honored (including U.S. military without a U.S. address and any other Rebate claims without a U.S. address). Sponsor is not responsible for lost, damaged illegible or incomplete redemption requests, nor is it responsible for any computer or Internet errors which might prevent claimant from receiving their Rebate. The rebate processor will send the rebate check to the address supplied by the consumer. Callaway Golf is not responsible for rebate checks that are mailed but not received. Purchase date is determined by date printed on Original Receipt or Online Purchase Confirmation. Omission of any necessary information in a Completed Redemption Request will result in a postcard notification of ineligibility ("Ineligibility Notice") by Sponsor's Agent and will require re-submission of a Completed Redemption Request postmarked within 7 days of the date of the Ineligibility Notice.

4) Upon certification by Sponsor or its Agents that the Completed Redemption Request meets all the requirements of these Official Rules, the Rebate will be sent to Participant via check. Rebate checks will be in U.S. Dollars. Rebate checks returned to the Sponsor as "undeliverable" based on the address provided by the participant will not be resent. Sponsor reserves the right to verify the validity of all claims and to disqualify any Promotion participant for submitting a claim that is not in accordance with these Official Rules, or for tampering in any way with the redemption process. If Rebate check is not cashed within 90 days of issuance, it will be void and consumer will not be entitled to receive any rebate.

5) Allow 10-12 weeks for Rebate claim processing. Note: New York and North Carolina residents please allow 60 days for Rebate claim processing. If you have not received your Rebate check via mail within this timeframe, you have three options to make an inquiry:

i) By mail - Reward Inquiry - Callaway UPPO Go 2010 Rebate Offer

Dept. 11, offer 31123
PO Box 6104
Douglas, AZ 85655-6104

ii) By phone - 1-866-538-1193 (Monday - Friday 10am - 3pm)

iii) By email: callawaygolf@pfcfulfills.com

Rebates are processed by a third party fulfillment company.

6) To the fullest extent allowed by law, by accepting a Rebate check, the Promotion participant releases Callaway Golf Sales Company, its parent, subsidiaries, and affiliates, its advertising and promotion agencies and the respective shareholders, directors, officers, distributors, employees and agencies of all such entities (collectively, the "Promotion Parties") from all liability arising from or in connection with this Promotion and with the acceptance, possession, or use/misuse of a Rebate check. Promotion participants acknowledge that none of the Promotion Parties have made or are in any manner responsible or liable for any representation, guarantee or warranty, expressed or implied, in fact or in law, relative to any rebate awarded herein, including, but not limited to, its quality or fitness for a particular purpose.

7) Terms and conditions and Rebates are subject to change. Sponsor reserves the right to modify or cancel this offer at any time. If this Promotion becomes unavailable for any reason, Sponsor reserves the right to substitute an item of equal or greater value at its own discretion. Keep copies of all submitted materials because all submissions become the property of Sponsor and will not be returned. Attempting to claim a Rebate check by using fraudulent submission(s) could result in federal prosecution under mail fraud statutes (Title 18, USC Sections 1341 & 1342). Sponsor reserves the right to substantiate Claim Forms and request additional identification and/or documentation. Purchases of Qualifying UPPO Go returned to the Sponsor will not be eligible for the Promotion and, in the event of such return, Sponsor reserves the right to accept or retain the amount of any Rebate check issued and/or under this Promotion and/or to seek other means of recoupment of such Rebate. The Completed Redemption Request has no cash value.

8) **Publicity, Data Collection and Privacy:** To the fullest extent allowed by law, by participating in this Promotion, all participants consent to Sponsor's collection, use and disclosure of personal information to any third party for the purposes of administering the Promotion and, unless otherwise specified, for consumer research and marketing purposes. To the extent permitted by law, each participant agrees to Sponsor's use of his/her personal information, as described in Sponsor's Privacy Policy located at: www.callawaygolf.com/en/cg/PrivacyPolicy.html and its Legal Statement located at www.callawaygolf.com/en/cg/PrivacyPolicy/LegalStatement. Participation in this Promotion constitutes consent to be added to Sponsor's e-mail and direct mail lists and Internet marketing databases. By participating in any manner, participants agree to be bound by the Official Rules of the Promotion.

9) **Excluded Parties:** Employees of Callaway Golf Sales Company and its parent, subsidiaries, affiliates, retail locations, suppliers, distributors, advertising, promotion or any other agencies or entities involved with this Promotion and members of their families (parents, siblings, children, and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above are not eligible to participate in this Promotion.

10) **Unintentional Errors and Tampering:** Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed computer transmissions or faulty network connections, whether human or technical in nature. Sponsor is not responsible for late, incorrect, lost, illegible, incomplete, stolen, damaged, misdirected claims. If, in Sponsor's opinion, there is any suspected or actual evidence of tampering with any portion of this Promotion, or if technical difficulties compromise any portion of the Promotion or the integrity of the Promotion, Sponsor reserves the right to suspend, modify or terminate the Promotion. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE CLAIMS PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

11) **Enforcement Procedures:** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason, the Promotion is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, in whole or in part, without notice. In the event of any cancellation, termination, or suspension, notices thereof will be posted at www.callawaygolf.com. Sponsor will determine at its sole discretion if it will fulfill the eligible, non-suspect claims received as of the date of the termination, cancellation or suspension of the Promotion.

12) **Taxes:** Taxes and duties (where applicable) are the sole responsibility of the Promotion participants. All expenses not specified herein, including, but not limited to local, state, or federal taxes, are the sole responsibility of the Promotion participant. Participation in this Promotion constitutes each participant's agreement to pay all applicable taxes and comply with all laws.

13) **Governing Law:** This Promotion is governed by the laws of the State of California for the resolution of all claims and disputes.

14) **Arbitration of Disputes:** Any controversy or claim arising out of or relating to this Promotion shall be settled by binding arbitration in San Diego, California, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery as provided under the California Code of Civil Procedure, Sections 1283.05 et seq., which discovery shall be completed within 60 days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. The prevailing party shall be entitled to an award by the arbitrator of reasonable attorneys' fees and other costs reasonably incurred in connection with the arbitration.

15) **Conflicts:** To the extent of a conflict between the terms of these Official Rules and the terms contained on any marketing or promotional materials, entry forms or abbreviated rules, these Official Rules shall apply and control.

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