

## **“GOLFNOW GOLF CART GIVEAWAY”**

Official Rules

JANUARY 28, 2016 – FEBRUARY 7, 2016

**PRELIMINARY INFORMATION:** NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. The Golfnow Golf Cart Giveaway (“Sweepstakes”) will begin on January 28, 2016 at 12:00 AM ET and end on February 7, 2016 at 11:59 PM ET (“Sweepstakes Period”). All times in the Sweepstakes refer to Eastern Time (“ET”). Odds of winning depend upon the number of eligible Entries (as defined below) received. Sweepstakes is subject to all applicable federal, state and local laws.

**ELIGIBILITY:** Open only to (i) permanent, legal United States (“U.S.”) residents who are physically residing in one (1) of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, the Virgin Islands and other United States territories), and (ii) permanent, legal Canadian residents who are physically residing in Canada (excluding the province of Quebec), who are eighteen (18) years of age or older as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons’ immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include GolfNow, LLC, NBCUniversal Media LLC, 30 Rockefeller Plaza, New York, NY 10112, (collectively, “Sponsors”), and each of their respective parent, subsidiary, and affiliate companies, and their administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Sweepstakes.

**HOW TO ENTER:** There are two (2) method to enter the Sweepstakes.

- 1) IN- PERSON ENTRY:** To enter the Sweepstakes, during the Sweepstakes Period, visit the GolfNow booth in the expo area at the Waste Management Phoenix Open, scheduled to take place at 17020 North Hayden Road, Scottsdale, AZ, and provide your first name, last name, e-mail address and zip/postal code (“In Person Entry”).
- 2) ONLINE ENTRY:** To enter the Sweepstakes, during the Sweepstakes Period visit [www.golfnow.com/golfcart](http://www.golfnow.com/golfcart) (the “Website”), and follow the provided instructions to complete and thereafter submit the entry form, which includes your name, address, telephone number, email address, and date of birth (the “Online Entry”). All Entries become the property of Sponsors and will not be acknowledged.

All In-Person Entry and Online Entries will be collectively referred to herein as “Entry” or “Entries”.

All Entries will not be acknowledged or returned.

You may enter one (1) time per day during the Sweepstakes Period. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries must be received before February 7, 2016 at 11:59 PM to be eligible for the Sweepstakes. Sponsors' computer shall be the official timekeeper for all matters related to this Sweepstakes. Entries received from any person beyond this limit will void all such additional Entries. Entries generated by a script, macro, other automated means, or by any means that subverts the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including but not limited to illegible handwriting, are void and will not be accepted. Entry constitutes permission (except where prohibited by law) to use entrant's name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

**WINNER SELECTION AND NOTIFICATION:** On or about February 22, 2016, one (1) potential winner ("Winner") will be selected in a random drawing by representatives of Sponsors from all eligible Entries received during the Sweepstakes Period. Sponsors will make two (2) attempts to notify potential Winners via the e-mail address submitted in the Entry. **Sponsors may share potential Winner's name and contact information with Sweepstakes Entities and/or any prize provider, as applicable, if necessary.** Potential Winner may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Sweepstakes Documents") within ten (10) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsors' sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If a potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries.

**PRIZE:** There will be one (1) prize ("Prize") awarded to Winner. Prize consists of the following: one (1) GolfNow custom golf cart.

Prizes are awarded "as is" with no warranty or guaranty, either express or implied by Sponsors. Estimated Retail Value ("ERV") of each Prize is fifteen thousand dollars (\$15,000). Actual Retail Value ("ARV") of Prize may vary. Any difference between ERV and ARV will not be awarded. For any Prize with an ARV of six hundred dollars (\$600) or greater, Sponsors will furnish an Internal Revenue Service Form 1099 to Winner for the ARV of Prize for the year in which Prize was won.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize

by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsors' sole discretion.

**CONDITIONS:** By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sweepstakes Entities, and each of their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the or Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released Parties 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 Prize; (c) if selected as a Winner, to the posting of such entrant's name and/or Twitter user name on GolfNow.com/Promotions (the "Website") and the use by Released Parties of such entrants name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. **Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules).** In the event of cancellation, modification, or suspension, Sponsors reserve the

right to select Winners in a random drawing from among all eligible, non-suspect Entries received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

**DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.**

**WINNER ANNOUNCEMENT:** For the name of the Winner, available after February 22, 2016, visit, [www.golfnow.com/golfcart](http://www.golfnow.com/golfcart) or send a self-addressed, stamped envelope to be received by GolfNow to: GolfNow Golf Cart Giveaway, 7580 Golf Channel Drive, Orlando, FL 32819 Attn: Christina Danko.