

CALLAWAY UPRO® \$100 MAIL-IN REBATE

With the Purchase of a New Callaway uPro® GPS Device Between 6/1/09 - 8/31/09

Offer valid for Callaway uPro devices purchased new at participating U.S. retail locations.

Mail-In Rebate form must be post marked by September 15, 2009.



Please print. Incomplete information will invalidate this claim form.

E-mail Address: *(required)* _____

- 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 _____

Daytime Phone _____

Evening Phone _____

Location where qualified product purchase(s) made:

Store Name _____

Address _____

City _____ State _____ Zip _____

Phone _____

INSTRUCTIONS:

(see reverse for more details)

1. Complete this Rebate Form in full.
2. Attach original receipt to rebate form. Photocopies of receipts will NOT be accepted.
3. On a separate piece of paper, attach your original bar code that 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 rebate form, original proof of purchase document(s) and original bar code in one envelope. Must be postmarked by September 15, 2009.
7. Allow 10-12 weeks for claim processing.

MAIL TO:

Callaway uPro Mail-In Rebate Offer
P.O. Box 3551
Highland Park, MI 48203

CALLAWAY UPRO – \$100 MAIL-IN REBATE OFFICIAL RULES / TERMS AND CONDITIONS

THIS PROMOTION IS AVAILABLE AT 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 OR OVER.

PROMOTION BEGINS AT 12:01 A.M. (PACIFIC TIME) ON JUNE 1, 2009 AND ENDS AT 11:59 P.M. (PACIFIC TIME) AUGUST 31, 2009 (“PROMOTION PERIOD”).

The following terms and conditions (“Official Rules”) govern this Promotion:

TO PARTICIPATE IN THE MAIL-IN REBATE PROMOTION: Follow the steps below to participate in the Promotion and claim your rebate (as defined below):

1) From June 1, 2009 – August 31, 2009, purchase a new Callaway® uPro® GPS device (“Qualified Product”) from a participating authorized U.S. retail location (“Participating Retail Location”) to receive a \$100 Mail-in Rebate (“Rebate”). Purchases made from non-Participating Retail Locations will not qualify. Promotion valid only 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 Mail-in Rebate per Qualified Product purchased with a limit of three Mail-in Rebates per transaction and a maximum limit of six Mail-in Rebates per person/household during the Promotion Period. While supplies last at retail. No rain checks.** Mail-in Rebates cannot be sold or transferred.

2) Obtain your **original** cash register receipt for the purchase of your Qualified Product (“Original Receipt”). Original Receipt must verify that purchase of Qualified Product was made during the Promotion Period. **Only an Original Receipt from a Participating Retail Location will be honored; duplicates (even if printed by the Participating Location), photocopies, handwritten, altered or incomplete documents and the like will not be accepted.** Please keep a photocopy of the Original Receipt for your records.

3) Carefully remove the Original Bar Code (also referred to as a UPC Bar Code) from your Qualified Product purchase. **Only the Bar Code from the actual Qualified Product purchased will be accepted;** incomplete, photocopied, illegible or unreadable UPC bar code labels will not be accepted.

4) **To claim a Mail-in Rebate,** mail (in one envelope) on or before September 15, 2009 the following (collectively, a “Completed Redemption Request”):

i) A completed Claim Form (available at Participating Retail Locations or on-line at www.callawaygolf.com/uprorebateform)

ii) Original Receipt; and

iii) Original Bar Code for each Qualified Product

Completed Redemption Requests must be mailed in one envelope to:

Callaway Golf – uPro Mail-in Rebate
C/O ePrize
Callaway uPro Mail-In Rebate Offer
P.O. Box 3551
Highland Park, MI 48203

All Completed Redemption Requests must be postmarked on or before September 15, 2009.

Incomplete, illegible, undeliverable and non-U.S. claims will not be honored (including U.S. Military without a U.S. address). Sponsor is not responsible for late, lost, damaged illegible or incomplete redemption requests, nor is it responsible for any computer or Internet errors which might prevent claimant from receiving their Mail-in Rebate. Purchases made outside the Promotion Period are not eligible. Purchase date is determined by date printed on Original Receipt. This offer does not apply to used or pre-owned Callaway Golf uPro products or to Callaway Golf uPro products obtained through corporate or affiliate programs, loyalty programs, employee purchase programs or points programs. Omission of any necessary information in a Completed Redemption Request will result in a postcard notification of ineligibility (“Ineligibility Notice”) by Callaway Golf’s Agent and will require re-submission of a Completed Redemption Request postmarked within 7 days of the date of the Ineligibility Notice.

5) Upon **certification** by Sponsor or its Agents that the Completed Redemption Request meets all the requirements of these Official Rules, \$100 rebate will be sent to Participant via check. 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.

6) **Allow 10-12 weeks for mail-in rebate claim processing.** If you have not received your rebate check via mail by November 10, 2009, you have two options to make an inquiry:

i) By mail: Reward Inquiry;

Callaway Golf – uPro Mail-In Rebate
C/O ePrize
Callaway uPro Mail-In Rebate Offer
P.O. Box 3551
Highland Park, MI 48203

ii) By email: questions@eprizefulfillment.com

7) To the fullest extent allowed by law, by accepting a rebate check, the Promotion participant releases Callaway Golf Sales Company, its subsidiaries, parent and affiliates, its advertising and promotion agencies and the respective shareholders, directors, officers, distributors, employees and agents of all such entities (collectively, the “Promotion Parties”), from all liability arising from or in connection with the acceptance, possession, or use/misuse of a rebate check. Promotion participants acknowledge that none of the Promotion Parties have been 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.

8) **Terms and conditions and rebates are subject to change.** If this Promotion becomes unavailable for any reason, Callaway Golf 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 Callaway Golf 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). Callaway Golf reserves the right to substitute Claim Forms and request additional identification and/or documentation. **Rebate checks issued in connection with Qualified Products subsequently returned to a retailer are subject to recollection by Callaway Golf or its agent.** The Completed Redemption Request has no cash value.

GENERAL TERMS AND CONDITIONS FOR PROMOTION: By participating in this Promotion, each participant agrees to the following additional terms and conditions:

9) **Publicity, Data Collection and Privacy:** To the fullest extent allowed by law, by participating in this Promotion, all participants consent to Callaway Golf’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 Callaway Golf’s use of his/her personal information, as described in Callaway Golf’s Privacy Policy located at: www.callawaygolf.com/forcp/PrivacyPolicy.html and its legal Statement, as described in www.callawaygolf.com/in/cn/PrivacyPolicy/LegalStatement. Participation in this Promotion constitutes consent to be added to Callaway Golf and related companies’ direct mail and Internet marketing databases. By participating in any manner, participants agree to be bound by the Official Rules of the Promotion.

10) **Excluded Parties:** Employees of Callaway Golf Sales Company and its subsidiaries, affiliates, parent company, 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.

11) **Unanticipated Errors and Tampering:** Callaway Golf 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. Callaway Golf is not responsible for late, incorrect, lost, illegible, incomplete, stolen, damaged, misdirected claims. If, in Callaway Golf’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, Callaway Golf reserves the right to suspend, modify or terminate the Promotion. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE, TAMPER WITH THE CLAIMS PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, CALLAWAY GOLF 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.**

12) **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 Callaway Golf, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Callaway Golf reserves the right at its sole discretion to disqualify any suspect claims and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination, or suspension, notice thereof will be posted at www.callawaygolf.com. Callaway Golf 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.

13) **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.

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

15) **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 attorney’s fees and other costs reasonably incurred in connection with the arbitration.

16) **Sponsor:** This Promotion is offered by Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, CA 92008.

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