CONSUMER DISCLOSURE

- 1. No winners will be selected prior to June 16th, 2024. On and following that date, the winners of this promotion (the "**Promotion**") shall be chosen strictly in the manner provided in the Rules, Terms, & Conditions below.
- 2. NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THE PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
- 3. Identification and estimated retail value of each prize in the Promotion is found in Section 11 of the Rules, Terms, & Conditions below.
- 4. The odds of winning depend on the total number of entries received, as explained more thoroughly in the Rules, Terms, & Conditions provided below.
- 5. The Promotion is sponsored by SCHEELS All Sports, Inc., 1715 Gold Drive South, Fargo, ND 58103.
- 6. Receipt of a prize is restricted solely by the eligibility and participation requirements explained in the Rules, Terms, & Conditions below. No additional restrictions apply, except as provided for by applicable law. VOID WHERE PROHIBITED.
- 7. The Promotion has an entry deadline for a chance to win, as explained more thoroughly in Sections 7 and 8 of the Rules, Terms, & Conditions below.

RULES, TERMS, & CONDITIONS

- 1. No Purchase Necessary. NO PURCHASE, PAYMENT, OR DONATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THE PROMOTION. PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE OR IN ANY WAY IMPACT A PARTICIPANT'S ODDS OF WINNING.
- 2. **Sponsor.** This promotion (the "**Promotion**") is sponsored by SCHEELS All Sports, Inc., 1715 Gold Drive S Fargo, ND 58103 ("**SCHEELS**").
- 3. <u>Promotion Overview.</u> The Promotion is free to enter without any purchase, payment, or donation required, to all eligible persons as defined in Section 6. The winner will be determined by random drawing from all eligible entries received.

- 4. <u>Rules, Terms, & Conditions.</u> By entering, all participants agree to be bound by the Rules, Terms, & Conditions of the Promotion. All participants additionally agree to be bound by SCHEELS' decisions made in conducting this Promotion.
- 5. Applicable Law and Severability. The Promotion is subject to all applicable federal, state, and local laws and regulations, and any offers, terms, rules, or conditions associated with the Promotion are VOID WHERE PROHIBITED. Any provision in these Rules, Terms, & Conditions which violates or is otherwise contrary to applicable law shall be considered to be without force, and the remainder of these Rules, Terms, & Conditions should be enforced to the extent legally possible as if the non-conforming provision were never included.
- 6. <u>Eligibility.</u> The Promotion is open to legal residents of the United States who are at least 18 years old. SCHEELS employees and their immediate families, and residents of Florida, New York, and Rhode Island, are not eligible to participate or win any Prizes. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.
- 7. **Promotion Term.** The Promotion shall run from 6/2/2024 through 6/16/2024.
- 8. How to Enter. Eligible participants may enter the Promotion by visiting the entry site https://www.scheels.com/giveaway?src=mktcallaway_rtw and submitting email address, first name, last name, mailing address, and ZIP code for entry during the promotion period of 6/2/2024 through 6/16/2024. Up to twelve (12) bonus entries may be earned through the following entry points: One (1) bonus entry may be earned by using Facebook to "LIKE" SCHEELS' Facebook Page @scheels, and one (1) bonus entry may be earned by using Instagram to "FOLLOW" SCHEELS' Instagram Account @scheelssports. Ten (10) bonus entries may be earned by opting into texts from SCHEELS. Eligible participants may only enter the Promotion once. Duplicate entries will be disregarded, and the duplicating participant may be disqualified at SCHEELS' sole discretion. SCHEELS additionally reserves complete discretion to void any entries which are lewd, harassing, spam, or otherwise do not conform to these Rules, Terms, & Conditions. Participants may be encouraged to share information about the Promotion with their friends and followers via social media, but such action is not required to enter.
- 9. Number of Winners. Four (4) Winners Total. One (1) winner per prize will be chosen.
- 10. **Odds of Winning.** Each participant's odds of winning are subject to the total number of entries received for the Promotion.
- 11. <u>Prizes.</u> The following Prizes will be awarded, with a different winner for each Prize. Prizes are not transferable or redeemable for cash. No Prize may be wagered, exchanged, or otherwise used to accumulate additional prizes. If a winner cannot be contacted, does not claim the prize, or is disqualified, SCHEELS shall determine an alternate winner from the remaining eligible entries. In SCHEELS' sole discretion, any listed Prize may be substituted for a prize of comparable value.

Prize Package 1 (Grand Prize): One (1) Winner.

One (1) Grand Prize Winner may choose from one of the following as the grand prize ("Grand Prize"):

<u>Option A. Oakmont Trip ("Trip")</u>. A trip to Oakmont, PA for 2 nights for winner and one guest to be chosen by the winner at its sole option ("Guest"). The Trip package includes (i) roundtrip

air transportation to Pittsburgh International Airport, PA, (ii) accommodation for 2 night at an Oakmont hotel to be determined by Company at its sole option and in its sole discretion (1 standard, double occupancy room) (iii) transportation (up to \$300/person), (iv) food and beverages during stay (not to exceed \$450/person), (v) tickets to the 2025 U.S. Open to be selected by a Company representative for the winner and a Guest. The Trip will take place based on ticket availability. Approximate retail value ("ARV") of the Trip is estimated at approximately \$4,999 USD. Any difference between stated ARV and the actual value of the Trip will not be awarded. All Trip details will be determined in Company's sole and absolute discretion. All costs and expenses associated with acceptance of Trip and use not expressly stated in this paragraph, including but not limited to, additional food and beverages, ratuities, surcharges, service fees, and taxes are solely the responsibility of the winner. The winner must travel on the dates determined by Sponsor in its sole discretion or Prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to Grand Prize winner. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. The Guest must be 18 years of age or older as of the date of departure (or have obtained necessary parental/guardian permission/approval and releases) and must travel on the same itinerary and at the same time as the Grand Prize winner. If the Grand Prize winner is at least 18 years of age but still considered a minor in his/her state of residence, a travel companion must be the winner's parent/legal guardian. Travel companion must execute liability/publicity release prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to Grand Prize winner's proximity to Prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion and no compensation or substitution will be provided for difference in Prize value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by catering company or third-party service provider including any results thereof such as changes in services necessitated by same. Retail value up to: \$4,999.00;

OR

<u>Option B. Complete Callaway Set For the Winner.</u> A complete set of Callaway Paradym Ai Smoke

Woods, Irons, Wedges, Odyssey Putter, and Callaway or Ogio golf bag (total of 14 clubs + 1 bag). **Retail value up to: \$4,250.00**.

Prize Package 2

One (1) Odyssey Ai-ONE putter. Retail value: up to \$450.00.

Prize Package 3

One (1) Set of Three (3) Callaway Red/White/Blue Jaws Wedges. Total retail value: \$525.

Prize Package 4

Four (4) Dozen Custom Callaway Chrome Tour Golf Balls. **Total retail value: \$220.00.** One (1) Callaway 2024 US Open Staff Golf Bag. **Retail value: \$500.00.**

- 12. Winner Selection and Notification. The winner(s) will be notified by e-mail, phone, mail, or through the social media platform the winner(s) used to enter the Promotion, in SCHEELS' discretion, from the information provided by the winner(s) upon entry. The winner(s) shall be selected, and the applicable Prize(s) provided, within 30 days after the close of entry to the Promotion. Entrants who do not follow all of the instructions, provide the required information in the Winner's Documents (hereafter defined), and/or abide by these Official Rules or other instructions of Sponsor may be disqualified, all in Sponsor's sole discretion. An entrant is not a winner of any prize, even if a winning prize message or any other aspect of the Sweepstakes should so indicate, unless and until the entrant's eligibility and the potential winning claim have been verified. Potential winner must execute and return an Affidavit of Eligibility/Further Release of Liability and Publicity Rights (where legal) and a W-9 form within three (3) days of date of issuance (collectively the "Winner's documents"). Failure to respond to the initial notification within the time specified or return all required documents within the time period stated or other non-compliance with these Official Rules will result in disqualification as a potential winner. Released Parties (as defined below) are not responsible for any failure for any reason whatsoever of a potential winner to receive notification or for Sponsor's failure to receive a potential Winner's response. Receiving the Prize is contingent upon compliance with these Official Rules. Released Parties are not responsible for any change of email address, mailing address and/or telephone number of entrants.
- 13. <u>Publicity.</u> By participating, where allowed by law, all participants and winner(s) grant SCHELS the exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with publicizing this and other promotions, and waive any claims to royalty, right, or remuneration for such use. SCHEELS will not share any personal information obtained through any participant's entry with third-parties for any purpose, other than through advertising, publicity, or related uses as contemplated by this Section.
- 14. Indemnification and Release of SCHEELS. By participating in the Promotion, all participants, including the winner(s), waive any and all claims of liability against SCHEELS, its principals, employees, and agents (collectively "SCHEELS"), for any personal injury or loss which may occur from the conduct of, or participation in, the Promotion, or from the use of any Prize. Each participant further agrees to indemnify, defend, and save SCHEELS harmless from and against any and all injury, loss, claims, actions, damages, liability, costs and expense, including reasonable attorney's fees, resulting from loss of life, personal or bodily injury, damage to property, or other incident arising from or out of any occurrence

related to the participant's participation in the Promotion, or the use of any Prize. This agreement to waive liability and indemnify SCHEELS shall not apply to intentional, willful, or wanton acts by SCHEELS, but shall apply to all other manner of liability, including negligence.

- 15. Social Media Disclosure: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, X, YouTube, Google or any other social media, mobile application, over-the-top application, or similar platform where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. You understand that all information is being provided to Sweepstakes and not to Facebook, Instagram, Twitter, YouTube, Google or any other social media where this Sweepstakes may be promoted, advertised or otherwise used to disseminate information relating to the Sweepstakes. Sponsor is not responsible for practices, terms or actions taken by any of these or other social media and web services sites. You understand that you are required to comply with terms and conditions of those social media platforms.
- 16. <u>Costs and Expenses.</u> SCHEELS will mail or cause to be made available the Prizes to the selected winner(s) at no charge to the winner. The winner(s) shall be solely responsible for all taxes on the value of the Prizes awarded, and any costs not otherwise specified in these Rules, Terms, & Conditions.
- 17. Conduct and Decisions. Persons who violate any rule, gain unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means will be disqualified in SCHEELS'. Unsportsmanlike, disruptive, annoying, harassing, or threatening behavior is prohibited. SCHEELS will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Promotion and SCHEELS' decisions concerning such disputes shall be final. If the conduct or outcome of the Promotion is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the SCHEELS, SCHEELS reserves the right to terminate this Promotion, or make such other decisions regarding the outcome as SCHEELS deems appropriate. All decisions will be made by SCHEELS and are final. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT, OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS PROMOTION, TELEPHONE SYSTEMS, OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS STRICTLY PROHIBITED. SHOULD SUCH AN ATTEMPT BE MADE, SCHEELS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
- 18. <u>Choice of Forum.</u> Any action stemming in any way from the conduct of the Promotion, or these Rules, Terms, & Conditions, shall be filed in the appropriate state or federal courts encompassing Cass County, North Dakota. Promotion entrants waive any claim of forum non conveniens or lack of personal jurisdiction they may have.
- 19. <u>WAIVER:</u> BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES FOR ENTRANT AND FOR ENTRANT'S HEIRS, EXECUTORS, AND ADMINISTRATORS TO RELEASE AND INDEMNIFY AND HOLD SPONSOR, ITS

PARENT COMPANY, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, RETAILERS, ADVERTISING/CONTEST AGENCIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND REPRESENTATIVES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, DEATH AND DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES. BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES, AND TO WAIVE ANY RIGHT TO CLAIM ANY AMBIGUITY OR ERROR HEREIN OR IN THE SWEEPSTAKES ITSELF, AND TO BE BOUND BY ALL ACTIONS OF THE SPONSOR AND/OR SPONSOR'S REPRESENTATIVE, WHOSE DECISIONS ARE BINDING AND FINAL ON ALL MATTERS RELATED TO THIS SWEEPSTAKES. THIS RELEASE AND WAIVER INCLUDES USE OR MISUSE OF THE PRIZE, INCLUDING ANY TRAVEL AND PARTICIPATION IN THE ACTIVITIES RELATED THERETO. BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, 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 THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY'S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.

Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing and other releases contained herein are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

- 20. <u>Miscellaneous.</u> Each winner must submit proof of eligibility in order to be eligible to collect a Prize. For a copy of the rules, or where required by law, a list of winners, mail a written request with a stamped, self-addressed return envelope to the address, listed below. All entries become the property of SCHEELS and will not be returned.
- 21. <u>Winners List:</u> The names of the winners will be available after June 17, 2024, and can be obtained by mailing a request including a self-addressed postage-paid envelope to Scheels, 1715 Gold Drive, Fargo, ND 58103.

Scheels Marketing Office Attention: Social Media 1715 Gold Drive S Fargo, ND 58103

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