



TWILIGHT AT TOPGOLF OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

A. INTRODUCTION

1. **Definitions.** All capitalized terms used in these Official Rules shall have the meaning ascribed to them in Section E entitled "Definitions" at the end of these Official Rules.
2. **Eligibility.** Twilight at Topgolf ("Twilight") is open and offered only to legal United States residents with a valid government-issued photo ID who are 18 years of age or older as of the first day of the Twilight Period. Released Parties, as well as the immediate family (spouse, parents, siblings, children, step-parents, step-siblings, and step-children, regardless of where they live) and same household members of Released Parties (whether or not related), are not eligible to participate in Twilight.

B. LOTTERY RULES

1. **Lottery Period.** The Lottery will be conducted during the Lottery Period. **DO NOT ARRIVE BEFORE THE LOTTERY PERIOD.** Arriving at the new Topgolf location ("Topgolf") before the Lottery Period begins does not improve odds of winning. The Lottery Period may be modified at any time in the sole discretion of Sponsor.
2. **How to Enter.** Register online at [Topgolf.com/twilight](https://topgolf.com/twilight). The first 100 to register are guaranteed for the lottery, but must arrive during the drawing to be confirmed. Topgolf will provide a waitlist for back up lottery contestants in the event that not all 100 pre-registered lottery winners arrive during the drawing.
 - Arrive at Topgolf during the Lottery Period. Go to the registration desk and check that your name is on the pre-registration list. If, at the end of the Lottery Period there are 100 or less Individuals present, those guests on the waitlist are then qualified for an on-site drawing to be a final contestant.
 - Topgolf will check ID, and each such Individual who completes and signs the Twilight Release and Waiver will become a Participant in Twilight at Topgolf.
3. **Drawing.** Eligible Individuals must be present during the entire Lottery Period and must be present to win. **Limit 1 Ticket per Individual. Submission of multiple Ticket entries by or on behalf of the same Individual will result in ineligibility with respect to all entries**



submitted by or for an Individual. Tickets or Numbers may not be sold, traded, transferred, assigned or auctioned.

4. **Odds.** Odds of being selected as a Participant depend on the number of eligible entrants who enter the Twilight at Topgolf.

C. CONTEST RULES

1. **Participant and Guest Participation in Twilight.** Participants must remain at the Sponsor-designated area at the Topgolf during the entire Twilight Period to receive a Prize. Exceptions are made for short bathroom breaks and/or to comply with any applicable legal requirement, or otherwise in the sole discretion of Sponsor. Each Participant will be given a wristband. The wristband must be worn at all times during the Twilight Period. During the Twilight Period.

Participants may have up to 2 Guests remain at the Topgolf during the Twilight Period, provided that they sign the Release and Waiver, comply with Sponsor's instructions while at Topgolf, and do not create a decorum or safety issue. Guests must be 6 years of age or older as of the first day of the Twilight Period. Minors may remain at Topgolf so long as they are accompanied by a parent or guardian at all times and so long as the parent or guardian signs a Release and Waiver on their behalf. Guests will receive a colored wristband. The wristbands must be worn at all times during the Twilight Period. Pets and animals (except service animals) shall not be permitted at Topgolf during the Twilight Period. No illegal drugs or alcohol are permitted at Topgolf at any time. Anyone under the influence of alcohol or illegal drugs will be disqualified from Twilight and be required to leave Topgolf immediately.

The purpose of this promotion is to camp out overnight at Topgolf and to participate in pre-Grand Opening events. Accordingly, Sponsor shall have no obligation to provide shelter, clothing, food, drink, security or any other item to any Participant or Guest. The foregoing items are the sole responsibility of the Participants and Guests. Participants and Guests must dress appropriately for changing weather conditions. Sponsor may conduct random checks of Participants and Guests during the Twilight Period to confirm adherence to these Official Rules. If a Participant or Guest is found to have violated any Official Rules, including without limitation, leaving the designated area at the Topgolf, Participant maybe disqualified from receiving a Prize. Participants and Guests agree to abide by all safety and decorum conditions established by Sponsor and may be immediately removed from Topgolf at the Sponsor's sole discretion, for failure to comply with said conditions, or for any reason in Sponsor's sole discretion.

2. **Prizes:** Subject to complying with these Official Rules, all Participants will win a Prize.



Up to 100 Grand Prizes will be awarded depending on the number of Participants remaining at the end of the Twilight Period. ARV of each Grand Prize is approximately \$540.00; however, ARV may vary based on geographical region.

Prizes have no cash value and may not be sold, offered for sale, assigned, transferred, offered for transfer, photocopied, duplicated, or redeemed or exchanged for cash, except by Sponsor, in its sole and absolute discretion, which reserves the right to substitute Prizes with a prize of comparable or greater value. Each Participant is solely responsible for any applicable taxes and unspecified expenses associated with a Prize. In the event that Twilight is cancelled or preempted for any reason, including weather, no rain checks, exchanges, substitution or cash replacement value of a Prize will be provided.

Sponsor, in its sole discretion, may award de minimus value prizes during the Twilight Period to Participants or Guests. These prizes shall not affect the award of Grand Prizes.

Sponsor reserves the right to, in its sole and absolute discretion, not award a Prize to any Participant. Sponsor is not responsible for any Prizes that are lost, stolen or misplaced.

3. **How to Claim Prize.** Subject to complying with these Official Rules, all Participants will receive a Prize from Sponsor at or about the end of the Twilight Period. Each Participant will receive 1 Grand Prize.

D. RULES COMMON TO BOTH LOTTERY AND CONTEST

1. **Verification.** All Individuals are subject to verification of eligibility at any time prior to being given a Ticket for the Lottery, prior to becoming a Participant prior to being awarded a Prize. Tickets, Numbers and/or Prizes are null and void and will be rejected if not obtained from Sponsor, including (among other means) purchasing Tickets, Numbers or Prizes online or through live auctions. If any part of a Ticket, Number or Prize is counterfeited, or if any part is illegible, mutilated, or tampered with in any way, the Ticket, Number or Prize will be rejected and deemed void and invalid.

2. **Publicity.** Except where and as may be prohibited by law, participation in Twilight and acceptance of a Number or a Prize constitutes express permission by Participating Parties for Sponsor, and those acting pursuant to the authority of Sponsor, to use such Participating Parties' name, photograph, image, likeness, voice, opinions, hometown, and/or state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation. If you do not agree to these terms, you should not participate in the Twilight at Topgolf.



3. **General Conditions.** All federal, state, and local laws and regulations apply. Neither Sponsor nor any other Released Party is responsible for lost, late, incomplete, stolen, misdirected, illegible, or incomplete entries, or for any incorrect or inaccurate information, whether caused by Participating Parties, tampering, or by any of the equipment or programming associated with or utilized in Twilight, and neither Sponsor nor any Released Party assumes responsibility for any error, omission, defect, theft, destruction, or unauthorized access to the materials related to Twilight. Sponsor reserves the right, in its sole discretion, to disqualify any Participating Party found to be tampering with the entry process or the operation of Twilight, to be acting in violation of these Official Rules, or to be acting illegally or in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. In such event(s), Sponsor reserves the right (in addition to disqualification of such Participating Party) to seek damages from any such Participating Party to the fullest extent permitted by law. If, for any reason, the Twilight is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, actions by persons, weather, acts of God, fraud, or any other causes which, Sponsor, in its sole opinion, deems could corrupt or affect the administration, safety, security, fairness, integrity, or proper conduct of Twilight, or the Twilight event is otherwise not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Twilight event. If such situation, malfunction, error, disruption, or damage occurs, and it impairs the administration, safety, security, fairness, integrity, or proper play of the Twilight, Sponsor may, in its sole discretion, suspend or terminate Twilight, or any portion thereof. If Twilight or any portion of Twilight is terminated before the end of the Twilight Period, Sponsor may, in its sole discretion, elect to cancel Twilight or award Prizes to all Participants. In the event that a Prize cannot be awarded for any reason, or if a Participant is not capable of redeeming the Prize for any reason, Sponsor shall not be obligated to award any such Prize, and Sponsor reserves the right, in its sole discretion, whether or not to substitute a Prize (or portion of Prize) with a prize of comparable or greater value or cash value. If, for any reason, more than the stated number of Prizes are available and/or claimed, Sponsor reserves the right, in its sole discretion, to award more than the stated number of Prizes. An Individual is not a Winner or Participant until he or she has fully complied with these Official Rules. No transfer, assignment, cash redemption, or substitution of a Prize is permitted. A Prize is not exchangeable for cash, merchandise, or services except as stated on the Ticket or in these Official Rules. No groups, clubs, newsletters, or organizations may reproduce or distribute any portion of these Official Rules to their members, and anyone who participates in the Twilight through means not permitted by these Official Rules is subject to disqualification.

4. **Release.** By participating in this Twilight, the Participating Parties agree to release, indemnify, and hold harmless the Released Parties from any and all liability for any injuries, loss, harm, damage, cost, or expense of any kind to any person(s), including, without limitation, property damage, personal injury, and/or death, arising in whole or in part, directly or indirectly, from acceptance, possession, use, and/or misuse of a Prize, participation in this Twilight or any Twilight-related activity, being present at



the Topgolf for the Twilight event, and for any claims based on publicity rights, defamation, or invasion of privacy.

5. **Limitation of Liability.** Except where prohibited, the Participating Parties agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Twilight, or any Prize awarded, or the determination of a Winner, 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, but in no event attorneys' fees; and (3) under no circumstances will the Participating Parties be permitted to obtain awards for, and the Participating Parties hereby waive any and all rights to claim punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and Participating Parties hereby waive any and all rights to have damages multiplied or otherwise increased.

6. **Agreement to Official Rules.** By participating in Twilight, each Participating Party fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor (including but not limited to Sponsor's employee(s) handling Prize awards), which are final and binding in all matters relating to the Twilight event. By participating in Twilight, each Participating Party waives any right to claim ambiguity in these Official Rules. The failure or delay by Sponsor in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of such clause, provision or aspect, or any other clause, provision, or aspect of these Official Rules.

7. **Choice of Law.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Participating Parties and/or Sponsor in connection with Twilight, shall be governed by, and construed in accordance with, the laws of the State of Texas without regard to conflicts of law/choice of law doctrine of Texas or any other jurisdiction, and all proceedings shall exclusively take place in the United States District Court for the Northern District of Texas, or Texas State Court located in Dallas, Texas. The Participating Parties agree to the jurisdiction of such courts and waive any right to change of venue or any like right.

8. **Official Rules.** Official Rules for this Twilight are available by visiting: www.Topgolf.com/twilight. Copies are also made available at the registration desk onsite at the Topgolf location conducting the promotion.

9. **Disclosure of Winners.** For a disclosure of Winners for Twilight, mail the request which identifies the Topgolf location along with a self-addressed stamped envelope for receipt within 3 months of the end of the applicable Twilight Period to: Topgolf International, Inc., Twilight at Topgolf, ATTN: April Leonard, 1717 McKinney Ave., 8th Floor, Dallas, Texas 75202.

E. DEFINITIONS



ARV. Approximate Retail Value

Contest. The portion of the Twilight conducted during the Twilight Period for which Participants remain at the Topgolf.

Twilight. Collectively, the Lottery and the Contest portions of the Twilight at Topgolf.

Twilight Period. The period beginning at 8 p.m. and ending at 8 a.m. Local Time.

Grand Prize. One Topgolf Lifetime membership loaded with 12 hours of game play during our maximum hourly rate of game play. ARV \$540.00.

Guests. Friends or relatives of Participants permitted to remain at the Topgolf during the Twilight Period. Guest must be six years of age or older at the beginning of the Twilight Period.

Individual. Any person who comes to Topgolf to take part in Twilight.

Local Time. The local time at the Topgolf location holding the Twilight.

Lottery. The drawing held to determine the Winners of the 100 Participants.

Lottery Period. The period beginning at noon Local Time on the day before the opening of the Topgolf, and ending on or about 1:00 p.m. Local Time on said day upon the awarding of the Numbers.

Number. The numbered wristband awarded to an Individual to permit participation in the Contest as a Participant.

Playing Card. Electronically readable cards allowing Members to play Topgolf. Cards cannot be redeemed for cash, will expire one year after the contest ends, and cannot be used in combination with other awards or prizes.

Participant. The first 100 eligible Individuals who are selected to receive a Number and who are then invited to remain at the Topgolf during the Twilight Period and participate in the Contest.

Participating Party or Participating Parties. Collectively, the Individuals, Winners, Participants and Guests. Guests are not eligible to win the prize.

Prize. Collectively, the Grand Prize.

Release and Waiver. The Twilight at Topgolf General Release and Waiver.



Released Parties. Sponsor and each employee, officer, director, agent and representative of Sponsor, and their respective parents, subsidiaries, affiliates, operators, all of their respective advertising, promotion, or fulfillment agencies, promotional partners, and all other companies, entities or individuals associated with the development, administration, implementation, or handling of Twilight.

Sponsor. Collectively, Topgolf International, Inc. and the Topgolf location hosting the Topgolf grand opening, and their designees.

Ticket. Sponsor's numbered ticket used to enter the Lottery.

Topgolf. The company that will be hosting Twilight, including the building, parking lot, landscape areas and all other portions of the Topgolf property.

Winner. Collectively, the Participants.