

Callaway Golf - Gas Giveaway - Rebate Program
Official Rules / Terms and Conditions

THIS PROMOTION IS AVAILABLE IN THE UNITED STATES ONLY (EXCLUDING PUERTO RICO) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. YOU MAY NOT PARTICIPATE IN THIS PROMOTION IF YOU ARE NOT LOCATED IN THE UNITED STATES. VOID WHERE PROHIBITED. REWARDS OFFER VALID WHILE SUPPLIES LAST.

PROMOTION BEGINS AT 12:01 A.M. (PACIFIC TIME) ON MAY 15, 2008 AND ENDS AT 11:59 P.M. (PACIFIC TIME) ON JULY 15, 2008 ("PROMOTION PERIOD").

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

TO PARTICIPATE IN THE FILL IT UP REBATE PROGRAM: Follow the steps below to participate in the Promotion and claim your Reward (as defined below):

- 1) From May 15, 2008 – July 15, 2008, purchase **new** Callaway Golf® brand Qualified Product (as defined below) from a participating authorized U.S. Callaway Golf retailer ("Participating Authorized Retailer"), including www.Shop.CallawayGolf.com, within a purchase amount range set forth below to receive the applicable Reward. **(For a complete list of authorized retailers, go to www.callawaygolf.com.)** A qualifying purchase may also be made by redeeming American Express Membership Rewards® points for Qualified Products, provided the points are redeemed and the products are received within the promotional period. Purchases made from anyone other than a Participating Authorized Retailer will not qualify, including but not limited to purchases made from online auction sites, non-U.S. retailers or retailers not listed on www.callawaygolf.com. Purchases made from www.callawaygolfpreowned.com, www.callawaygolfpreowned.com/outlet, or via Callaway Golf Shopping Spree, VIP or Gift Card websites are also excluded from this Promotion.

Qualified Product: The Rewards Program applies only to the purchase of the following **new** Callaway Golf® brand drivers: FT-5®, FT-5 Tour, FT-i®, FT-i Tour LCG, Hyper X™ and Hyper X Tour Drivers (collectively, "Qualified Product").

Excluded Product: all products and merchandise not specifically defined above, including but not limited to Callaway Golf I-MIX™ driver components, Big Bertha drivers, fairway woods, Squareway™ woods, hybrids, irons, golf balls, footwear, golf bags, golf gloves, umbrellas, caps, ball markers, divot tools, apparel, timepieces, rangefinders, eyewear/sunglasses, luggage, and any non-Callaway Golf branded products including those from Top-Flite®, Ben Hogan®, and/or Odyssey®. "Qualified Product" **also excludes** any item that does not contain an original factory UPC Bar Code ("Original Bar Code") unless properly verified by a Participating Authorized Retailer. Any back-ordered, special ordered, or custom ordered drivers that are purchased within the Promotion Period must also be delivered to the consumer prior to the expiration of the Promotion Period. This Reward Program applies to Qualified Products purchased from Participating Authorized Retailers for consumer end-use only and not to products purchased for re-sale or promotional/charity/tournament or other group events.

Purchase Product as verified by Original Proof of Purchase Document Serial Number	American Express Fill It Up® Card Reward (US Dollar Value)*:
Hyper X™ or Hyper X Tour Driver	50 Point Prepaid Card (\$50 value)
FT-5® or FT-5 Tour Driver	75 Point Prepaid Card (\$75 value)
FT-i® or FT-i Tour LCG Driver	100 Point Prepaid Card (\$100 value)

***A maximum of five (5) American Express Fill It Up card rewards may be claimed per household. Limit one (1) per person.**

- 2) Obtain your **original** cash register receipt (or packing slip from online purchases or reward redemption receipt for American Express Membership Rewards transactions) for the purchase of your Qualified Product (collectively "Original Proof of Purchase Document"). Original Proof of Purchase Document must verify that purchase of Qualified Product was made during the Promotion Period and must contain the actual price paid for each Qualified Product. Price paid (before tax) for each product must be at or above Callaway Golf's 2008 Minimum Advertised Price guidelines. **Only an Original Proof of Purchase Document from a Participating Authorized Retailer will be honored; duplicates (even if printed by the Participating Authorized Retailer), photocopies, handwritten, altered or incomplete documents and the like will not be accepted.** Please keep a photocopy of the receipt for your records.
- 3) Carefully remove the Original Bar Code (also referred to as a UPC Bar Code) from your Qualified Product purchases. **Only the Original Bar Code from the actual Qualified Product purchased will be accepted;** incomplete, photocopied, illegible or unreadable UPC bar code labels will not be accepted. Qualified Products without Original Bar Codes may also be eligible provided that the Participating Authorized Retailer completely fills out and signs a Supplemental Purchase Certification Form. This form will be independently verified. Submittal of Supplemental Purchase Certificate Form may delay redemption of Rewards as it is independently verified.
- 4) Pre-register your Official Claim form at www.callawaygolf.com/gascard where you must enter all of the required information to pre-qualify for a reward. Then print your online form or fully complete a hard copy of the Official Claim Form ("Claim Form") (available at Participating Authorized Retailers, download online at www.callawaygolf.com/gascard), write in your pre-registration online ID (supplied to you online), as well as the serial number on the driver head, and select the Reward that is applicable to the driver(s) you purchased.
- 5) To claim a Reward, mail (in one envelope) on or before July 31, 2008 the following:
 - i) A completed Claim Form
 - ii) Original Proof of Purchase Document
 - iii) Original Bar Code for each Qualified Product with corresponding unique Serial Number from driver head written next to bar code.

Collectively these elements comprise a "Completed Redemption Request". To claim a Reward the Completed Redemption Request must be mailed in one envelope to:

Callaway Golf –Gas Giveaway
PO Box 481925
Charlotte, NC 28269

All Completed Redemption Requests must be postmarked by July 31, 2008 and must be received by August 12, 2008. Each separate Completed Redemption Request must consist of a completed Claim Form with driver serial number(s), an Original Proof of Purchase Document(s) and either the Original Bar Code for each Qualified Product or a signed Supplemental Purchase Certification Form. Once an Original Proof of Purchase Document is submitted by mail (or online) as part of the Completed Redemption Request, the individual may not add or subtract receipts from his/her submission. Original Proof of Purchase Documents from multiple Completed Redemption Requests submitted by the same person will be considered individually as separate submissions and will not be saved, collected or aggregated by Callaway Golf or its Agent.

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 Completed Redemption Requests, nor is it responsible for any computer or Internet errors which might prevent claimant from printing a Claim Form. Purchases made outside the Promotion Period are not eligible. Purchase date is determined by date printed on Original Proof of Purchase Document. This offer does not apply to used or pre-owned Callaway Golf products, including purchases made through Callaway Golf Pre-owned, or to Callaway Golf products obtained through corporate or affiliate programs, loyalty programs, employee purchase programs or points programs (not including American Express Membership Rewards). This offer may be combined with Callaway Golf Trade In Trade Up program provided the rules for both programs are followed completely. 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.

- 6) Upon certification by Sponsor or its Agents that the Completed Redemption Request meets all the requirements of these Official Rules, a Reward commensurate with the purchase amount will be sent to the Promotion participant. Rewards 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.

- 7) Allow 10-12 weeks for Reward claim processing. If you have not received your Reward within by October 10, 2008, you have two options to make an inquiry:
- i) By mail:
Reward Inquiry – Callaway Golf - Gas Giveaway
PO Box 481924, Charlotte, NC 28269
 - ii) By phone:
866-685-7012 (Monday – Friday 10am – 3pm).
- Rewards are processed by a third party fulfillment company.
- 8) **Gas Card Terms:** Gas Card will be issued in the name on the rebate form. Card can be used at virtually any gasoline merchant that welcomes American Express® Cards in the U.S. Card valid for 6 months; unused points will be forfeited the first day after the valid thru date, subject to applicable law. Usage restrictions and guidelines apply. Card cannot be redeemed for cash and is not transferable. The card is point based with 1 point = \$1 in purchasing power. Card terms and conditions apply. See www.rewardearner.com/fillitup for further details.
- 9) Questions regarding the use or problems with any American Express Fill It Up Card will be handled 24/7 by American Express Incentive Services customer service center at 1-888-900-2347-. Up-to-date point balance, 90-day transaction summary and other information about your card are available at www.rewardearner.com/fillitup.
- 10) To the fullest extent allowed by law, by accepting a Reward, the Promotion participant releases Callaway Golf Sales Company, its subsidiaries, parent and affiliates, its advertising and promotion agencies, the Administrator 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 the acceptance, possession, or use/misuse of a Reward. 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 Reward awarded herein, including, but not limited to, its quality or fitness for a particular purpose. Callaway Golf is not responsible service claims made by American Express Incentive Services.
- 11) Rebates Program terms and conditions and Rebates are subject to change. If any Rebate specified herein becomes unavailable for any reason, Callaway Golf reserves the right to substitute a Rebate 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 Rebates 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 substantiate Claim Forms and request additional identification and/or documentation. Rebates paid on Qualified Products subsequently returned to a retailer are subject to reclamation 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:

- 12) **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/en.cg.PrivacyPolicy.html and its Legal Statement located at www.callawaygolf.com/en.cg.PrivacyPolicy.LegalStatement. Except where prohibited or limited by law, by accepting a Prize, each winner and their guest consents to the use of his/her name, voice, likeness and address and/or likeness for purposes of advertising or trade without additional compensation. 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.
- 13) **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.
- 14) **Release:** To the fullest extent allowed by law, by participating in this Promotion, each participant releases the Promotion Parties (as defined above) or any other agencies or entities involved with this Promotion from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by such participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use or misuse of any Rebate including, without limitation, liability for personal injury, damage or loss. Participant acknowledges that neither Callaway Golf nor its agents 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, including, but not limited to, their quality, availability, mechanical condition or fitness for a particular purpose.
- 15) **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 reward 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 WEBSITE, 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.**
- 16) **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.
- 17) **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.
- 18) **Governing Law:** This Promotion is governed by the laws of the State of California for the resolution of all claims and disputes.
- 19) **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.
- 20) **Sponsor:** This Promotion is offered by Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, CA 92008. Sweepstakes is administered by Retail Sports Marketing, Inc. ("Administrator"), Charlotte, NC.