

CALLAWAY DRIVER GIFT WITH PURCHASE



Buy a 2010 Callaway Driver and get a **FREE Kodak Playsport Video Camera**
New 2010 Drivers include FT-IZ, FT-IZ I-MIX, FT-IZ Tour, FT Tour and Diablo Edge Drivers (excludes FT-9 and FT-9 I-MIX)

Offer valid on purchases between April 16, 2010 through July 31, 2010.
Please print. Incomplete information will invalidate this claim form.

E-mail Address : _____

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 _____

Primary Phone _____

Location where qualified product purchase(s) made:

Store Name (or Web site) _____

For online purchases, include online retailer name.

Mail in gift with purchase applies only to new 2010 FT-IZ, FT-IZ I-MIX, FT-IZ Tour, FT Tour, Diablo Edge Tour, Diablo Edge Drivers (excludes FT-9 and FT-9 I-MIX) purchased between 4/16/2010 and 7/31/2010 from a participating authorized U.S. Retailer. Claim forms must be postmarked by 8/15/2010 and received by 8/25/2010. Proof of Purchase required. Allow 8-10 weeks for delivery. Void where prohibited. While supplies last. Ages 18 and over. Maximum 2 per household during promotional period. See callawaygolf.com/Kodak for other restrictions and conditions. Kodak and Playsport are trademarks of Eastman Kodak Company. Camera MSRP \$149.95. Trademarks referenced above are intellectual property of their owner. Screen images are simulated. ©2010 Callaway Golf Company, Callaway, the Chevron Device, Diablo Edge, FT-IZ and FT Tour are trademarks and/or registered trademarks of Callaway Golf Company. 100226

INSTRUCTIONS:

(see reverse for more details)

1. Complete this claim form in full.
2. For in-store purchases, attach original receipt to rebate form. For online purchases, attach your online purchase confirmation AND packing slip to the rebate form. Photocopies of receipts or packing lists will NOT be accepted.
3. On a separate piece of paper, attach your original UPC Bar code (found on the Driver) or serial number.
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 fulfillment form, original proof of purchase document(s) and original bar code in one envelope. Must be postmarked by August 15, 2010 and received by August 25, 2010.
7. Allow 8-10 weeks for claim processing. (60 days in NY/NC).

MAIL TO:

**CALLAWAY DRIVER GIFT WITH PURCHASE
CALLAWAY REDEMPTIONS
1249 WEST 7TH STREET
CINCINNATI, OH 45203**

CALLAWAY® FT-IZ™, FT-IZ I-MIX™, FT-IZ TOUR™, FT TOUR™, DIABLO EDGE™ AND DIABLO EDGE™ TOUR DRIVER GIFT WITH PURCHASE OFFICIAL RULES / TERMS AND CONDITIONS

“REVISED - JUNE 14, 2010”

THIS CALLAWAY® FT-IZ™, FT-IZ I-MIX™, FT-IZ TOUR™, FT TOUR™, DIABLO EDGE™, AND DIABLO EDGE™ TOUR DRIVER GIFT WITH PURCHASE MAIL-IN PROMOTION (“PROMOTION”) IS AVAILABLE IN THE UNITED STATES ONLY (EXCLUDING PUERTO RICO) AND SHALL BE CONSIDERED AND EVALUATED ACCORDING TO CALIFORNIA LAW. THIS PROMOTION IS VOID OUTSIDE OF THE U.S. AND WHERE PROHIBITED. GIFTS WILL NOT BE SHIPPED OUTSIDE OF THE U.S. OFFER VALID ONLY WHILE SUPPLIES LAST. MUST BE 16 YEARS OF AGE OR OVER TO PARTICIPATE IN PROMOTION.

PROMOTION BEGINS AT 12:01 A.M. (PACIFIC TIME) ON APRIL 16, 2010 AND ENDS AT 11:59 P.M. (PACIFIC TIME) ON JULY 31, 2010 (“PROMOTION PERIOD”). PRODUCTS PURCHASED BEFORE OR AFTER THESE DATES ARE NOT ELIGIBLE FOR THIS PROMOTION.

SPONSOR: This Promotion is offered by Callaway Golf Sales Company, 2160 Rutherford Road, Carlsbad, CA 92008 (“Sponsor”).

TERMS AND CONDITIONS: The foregoing recitals and the following terms and conditions (collectively, “Official Rules”) govern this Promotion. By participating in this Promotion, each participant agrees to be bound by these Official Rules:

- 1) **TO PARTICIPATE IN THIS MAIL-IN PROMOTION:** All participants must follow each of the steps below to claim a mail-in gift:
 - a) During the Promotion Period, purchase one of the following Callaway® drivers, FT-IZ™, FT-IZ I-Mix™ (requires purchase of new head), FT-IZ TOUR™, FT TOUR™, Diablo Edge™, or Diablo Edge™ Tour™ (“Qualified Product”), from a participating authorized U.S. retail location (“Qualifying Location”) and you will be eligible to receive a Kodak PLAYSPORT™ Video Camera (the “Gift”). Only new Qualified Product is eligible for this Promotion. For a complete list of Qualifying Locations go to www.callawaygolf.com. **All all retailers selling Callaway® drivers are participating in this Promotion. It is each participant’s responsibility to verify if a particular retailer is a Qualifying Location.** Purchases made from anyone other than a Qualifying Location are not eligible for this Promotion (“Non-Qualifying Purchases”) and Gift requests for such Non-Qualifying Purchases will be void. Non-Qualifying Purchases also include, among others: (i) purchases made outside of the United States and/or purchases made by someone without a U.S. address; (ii) purchases made from online auction sites; (iii) purchases of used or pre-owned products; (iv) purchases or redemptions made via member rewards or VIP programs; (v) wholesale, governmental, institutional or group purchases; (vi) products obtained through corporate or affiliate programs, loyalty programs, employee purchase programs or points programs; (vii) products obtained with valid receipt (or order confirmation and packing slip in the case of online purchases); (viii) purchases made using Callaway promotional gift cards; and (ix) purchases made via Callaway Golf Shopping Spree or Callaway Golf VIP websites. Only actual purchases of Qualified Products purchased from a Qualifying Location may participate in this Promotion. Promotion valid only for purchases made by consumer and users and not for products purchased for re-sale or promotional/charity/tournament or other group events. **Limit one Gift per Qualified Product purchased and a maximum limit of two Gifts per person/household during the Promotion Period. Combination with other offers may be prohibited or limited by Sponsor or by Qualifying Location. While supplies last (supplies are limited). No substitutions or rain checks.**
 - b) **For In-Store Purchases:** 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 Qualifying Location will be honored; duplicates (even if printed by the Qualifying 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.
 - c) **For Online Purchases:** Print a copy of your online purchase confirmation (“Online Purchase Confirmation”) AND obtain the original packing slip (“Packing Slip”) from the box once your Qualified Product arrives. Your Online Purchase Confirmation must verify that the Qualified Product was purchased from a Qualifying Location during the Promotion Period. Please keep photocopies of the Online Purchase Confirmation and original Packing Slip for your records.
 - d) Carefully remove the Original Bar Code (also referred to as a UPC Bar Code); the **UPC Bar Code is located on the driver. 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.**
 - 2) Fully complete the official Claim Form (“Claim Form”) (available at Qualifying Locations or downloaded online at www.callawaygolf.com/KodakPromo).
 - 3) To claim a Gift, mail the following (collectively, a “Completed Redemption Request”) on or before August 15, 2010:
 - i) A Completed Claim Form;
 - ii) Original Receipt (for in-store purchases), or Online Purchase Confirmation and Packing Slip (for online purchases); and
 - iii) Original Bar Code for each Qualified Product.
 - 4) The Completed Redemption Request must be mailed in one envelope to:
Callaway Redemptions
1249 West 7th St.
Cincinnati, OH 45203
- Limit one Gift per Qualified Product purchased and per Completed Redemption Request up to a maximum of two Gifts per person/per household during the Promotion Period.**
- 1) **Deadlines:** All Completed Redemption Requests must be postmarked by August 15, 2010 and must be received by August 25, 2010.
 - 2) **Multiples and Incomplete Redemption Requests:** You must submit a separate Completed Redemption Request for each Gift you wish to receive and each separate Completed Redemption Request must comply with every step described in Section 1 above. Incomplete, illegible, undeliverable and non-U.S. claims will not be honored (including U.S. Military without U.S. address). Sponsor is not responsible for late, lost, misdirected, stolen, 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. Purchase date is determined by date printed on Original Proof of Purchase Document. Omission of any necessary information in a Completed Redemption Request will result in a postcard notification of ineligibility (“Ineligibility Notice”) by Sponsor’s Agent and will require re-submission of a corrected Completed Redemption Request postmarked within 7 days of the date of the Ineligibility Notice.
 - 3) **Validation of Claims:** Upon certification by Sponsor or its Agents that the Completed Redemption Request meets all of the requirements of these Official Rules, the Gift will be sent to the eligible participant, subject to availability and while supplies last. Sponsor reserves the right to verify the validity of all claims and to disqualify any participant for submitting a claim that is not in accordance with these Official Rules, or for tampering in any way with the redemption process. Gifts returned to the Sponsor as undeliverable based on the address provided by the participant will not be re-sent. Keep copies of all submitted materials because all submissions become the property of Sponsor and will not be returned. The Completed Redemption Request has no cash value.

5) **Gift Processing and Inquiries:** Allow 8-10 weeks for Gift claim processing. If you have not received your Gift 10 weeks from the date of mailing your Completed Redemption Request and/or Ineligibility Notice has been received by you), you will have three options to make an inquiry:

- a) By mail:
Gift Inquiry – Callaway Driver Gift with Purchase
Callaway Redemptions
1249 West 7th St.
Cincinnati, OH 45203
- b) By phone: 877-894-0048 (Monday – Friday 9am – 5pm EST)
- c) By email: customerservice@callawayfulfillment.com

Gifts are processed by a third party fulfillment company.

6) **Changes to Rules and Substitute and Returned Products:** These Official Rules, Promotion terms and conditions and the Gift are subject to change upon written notice by Sponsor. If the Gift specified herein becomes unavailable for any reason, Callaway Golf reserves the right to substitute a Gift of equal or greater value at its own discretion. **Purchases of Qualified Product returned for cash or credit/refund are not eligible for this Promotion and, in the event of such return, Sponsor reserves the right to seek recoument of any Gift provided.**

7) **Publicity, Data Collection and Privacy:** To the fullest extent allowed by law, by participating in this Promotion, all participants consent to Sponsor’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 Sponsor’s use of his/her personal information, as described in Sponsor’s Privacy Policy located at: www.callawaygolf.com/Globa/en-US/Legal/PrivacyPolicy.html and its Legal Statement located at www.callawaygolf.com/Globa/en-US/Legal.html. Participation in this Promotion constitutes consent to be added to Sponsor’s 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.

8) **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 the Promotion (collectively, “Promotion Parties”) 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.

9) **Release:** To the fullest extent allowed by law, by participating in this Promotion and/or by accepting the Gift, each participant releases the Promotion Parties (as defined above) and 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 the Gift or Qualified Product including, without limitation, liability for personal injury, damage or loss. Except pursuant to any express written warranties that may come with a specific product, Participant acknowledges 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 the Gift awarded herein, including, but not limited to, its quality, availability, mechanical condition or fitness for a particular purpose.

10) **Unanticipated Errors and Tampering:** Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed output transmissions or faulty network connections, whether human or technical in nature. If, in Sponsor’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, Sponsor reserves the right to suspend, modify or terminate the Promotion. Attempting to claim a Gift by using fraudulent submission(s) could result in Federal prosecution under mail fraud statutes (Title 18, USC Sections 1341 & 1342). Sponsor reserves the right to substitute Claim Forms and request additional identification and/or documentation. **Caution: Any attempt by an entrant or any other individual to deliberately damage any website, tamper with the entry process, or otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil law and should such an attempt be made, Sponsor 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.**

11) **Entertainment Procedures:** Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Claims not complying with all rules are subject to disqualification. All headings contained in these Official Rules are inserted for convenience or reference only and are not to be used in construing the Official Rules. Should any provision of these Official Rules be held to be invalid or unenforceable, then that provision shall be deemed severed from these Official Rules and such severance shall not affect the validity or enforceability of the remaining provisions.

12) **Taxes:** Taxes and duties (where applicable) are the sole responsibility of the Promotion participants. All expenses not specified herein 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.

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

14) **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.

15) **Conflicts:** To the extent of a conflict between the terms of these Official Rules and the terms contained on any marketing or promotional materials, entry forms or abbreviated rules, these Official Rules shall apply and control.

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