

Sweepstakes Official Rules

NO PURCHASE IS NECESSARY TO ENTER TO WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS
APPLY. VOID WHERE PROHIBITED.

1. **Eligibility.** This Membership Giveaway (the “**Sweepstakes**”) is open to legal residents of the State of Florida who are at least eighteen (18) years old at the time of entry. Employees of the Club (defined in Section 2 below) and other companies associated with the promotion of the Sweepstakes, and each of their respective parents, subsidiaries, affiliates, and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Sweepstakes is subject to federal, state, and local laws and regulations.

2. **Sponsor; Contact for Questions.** The Sweepstakes is sponsored by The Links Club at Spruce Creek South located at 18050 SE 102nd Terrace, Summerfield, Florida, 34491 (the “**Club**”). Any questions or concerns regarding the Sweepstakes and/or these Official Rules (defined in Section 3 below) can be sent via mail to the Club’s address as provided in this Section 2, or via email to info@hampton.golf.

3. **Agreement to Sweepstakes Official Rules.** Participation in the Sweepstakes constitutes each entrant’s full and unconditional agreement to and acceptance of these Sweepstakes Official Rules (“**Official Rules**”) and the decisions of the Club, which are final and binding. Winning the Prize (defined in Section 7 below) is contingent upon being compliant with these Official Rules, submittal and acceptance of a Membership Agreement (defined in Section 6 below), and fulfilling all other requirements set forth herein. The Club reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

4. **Sweepstakes Period; How to Enter.** The Sweepstakes begins on May 15, 2019, at 12:01 a.m. (EST), and ends on June 21, 2019, at 11:59 p.m. (EST) (the “**Sweepstakes Period**”). The Club’s computer shall be the official timekeeper for all matters related to the Sweepstakes. Entries that are submitted before or after the Sweepstakes Period will be disqualified. To enter the Sweepstakes, entrants must visit the Club’s website (www.linksatsprucecreek.com) (“**Website**”) during the Sweepstakes Period and follow the directions provided therein to fill out the entry information and submitting such information. Limit one (1) entry per person, per email address and per household for the duration of the Sweepstakes Period. Entries received from any person, email address or household in excess of the stated limitation will be void. All entries become the property of the Club and will not be acknowledged or returned. By voluntarily entering into the Sweepstakes, each entrant consents to receive email communications from the Club and/or any of the Club’s affiliates, including, but not limited to, Hampton Golf, Inc. (“**Hampton Golf**”). Each entrant understands that he or she can unsubscribe from receiving such email communications at any time by clicking the “unsubscribe” link at the bottom of the email(s). In addition, entry constitutes permission (except where prohibited by law) to use each entrant’s name, city, state, likeness, image and/or voice for purposes of advertising, promotion and publicity in any and all

media now known or hereafter created, throughout the world in perpetuity, without additional compensation, notification, permission or approval.

5. Prize Drawing. Between June 24, 2019, and July 1, 2019, the Club will select one (1) potential winner in a random drawing from among all eligible entries received during the Sweepstakes Period and will attempt to notify the potential winner via email during that same week. The odds of being selected depend on the number of entries received. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him or her, the Club may select an alternate potential winner in his or her place at random from the remaining non-winning, eligible entries.

6. Winner Notification. The potential winner will be notified by email. In order to claim the Prize, the potential winner will be required to complete, sign, and submit to the Club a Membership Application & Agreement (“**Membership Agreement**”) within five (5) days of the date notice or attempted notice is sent to the potential winner. If the potential winner cannot be contacted or fails to submit the Membership Agreement within the required time period (as applicable), the potential winner shall be deemed to have forfeited the Prize. The potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all such requirements, and is subject to verification of eligibility. In the event that the potential winner is disqualified for any reason, the Club will award the Prize to an alternate winner by random drawing from all remaining non-winning, eligible entries. Only three (3) alternate drawings will be held, after which the Prize will remain un-awarded.

7. Prize; Winner Inquiry. The prize for the Sweepstakes is one (1) single Full Golf Membership at the Club for twelve (12) consecutive months from the date of the Club’s approval of the properly submitted Membership Agreement (the “**Prize**”), the value of which is Two Thousand Six Hundred and Twenty-Five Dollars (\$2,625.00). The Club will determine all details of the Prize in its sole discretion. The Club reserves the right to substitute the Prize (or any portion thereof) with a similar prize (or prize element) of comparable or greater value. The Prize cannot be exchanged, transferred or redeemed for cash under any circumstances. The winner must strictly comply with all terms, conditions and provisions of the Membership Agreement and the Club’s Membership Plan, and Rules & Regulations (collectively, the “**Club Governing Documents**”). Any violation of the Club Governing Documents and/or any violation of these Official Rules will result in either the suspension or termination of the Prize, as determined by the Club, in the Club’s sole discretion. All taxes and other expenses, costs or fees associated with the acceptance and/or use of the Prize are the sole responsibility of the winner. To request the name of the winner of the Prize, a self-addressed, stamped envelope must be sent to the Club at the address provided in Section 2 above, along with the request. Winner name requests will only be accepted after the Sweepstakes Period.

8. General Conditions. In the event that the operation, security or administration of the Sweepstakes is impaired in any way for any reason, including but not limited to, fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by the Club in its sole discretion, the Club may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to these Official Rules; or (b) terminate the Sweepstakes; whereupon, the Club will award the Prize at random from

among the eligible, non-suspect entries received up to the time of the impairment. The Club reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or to be acting in violation of these Official Rules or otherwise in a disruptive manner. Any attempt by any person to damage the Website or undermine the legitimate operation of the Sweepstakes may be in violation of criminal and/or civil law and, should such an attempt be made, the Club reserves the right to seek damages (including attorneys' fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Club to enforce any provision of these Official Rules shall not constitute a waiver of any such provision. The Club reserves the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension of the Sweepstakes, the Club reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received prior to the time of the event warranting such cancellation, modification, or suspension.

9. Release; Limitations of Liability. By participating in the Sweepstakes, each entrant agrees to release and hold harmless the Club, Spruce Creek Golf, LLC, and Hampton Golf, and each of their respective subsidiaries, officers, directors, employees, shareholders/members (as applicable), managers, representatives, agents, partners, successors or assigns, and affiliates (collectively, the **"Released Parties"**) from and against any claims, losses, liabilities, damages, costs, expenses, and/or causes of action arising out of or relating to participation in the Sweepstakes, or receipt or use of the Prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Sweepstakes, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone, cellular tower, or cable transmissions, lines or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Sweepstakes; (c) mechanical, network, electronic, computer, human, printing, or typographical errors; (d) application downloads; (e) any other errors or problems in connection with the Sweepstakes, including, without limitation, errors that may occur in the administration of the Sweepstakes, any promotional or marketing materials, the announcement of the winner, the cancellation or postponement of the Prize, the incorrect downloading of the application, the processing of entries application downloads, these Official Rules, or in any other Sweepstakes-related materials; or (f) harm, injury, death, losses, or damages of any kind or nature to persons or property, which may be caused, directly, indirectly or consequently, in whole or in part, from entrants' participation in the Sweepstakes or acceptance, receipt or misuse of the Prize (including any travel or activity related thereto). In addition, the Released Parties assume no responsibility for: (i) inaccurate transcription of entry information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; or (i) entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Each entrant waives the right to claim any damages whatsoever, including but not limited to, punitive, consequential, direct, or indirect damages. Each entrant agrees that in any cause of action, the Released Parties' liability will be limited to the value of the Prize, as provided in Section 7 above, and in no event shall any entrant be entitled to receive attorneys' fees.

10. Disputes; Governing Law & Venue. These Official Rules and the Sweepstakes are governed by and shall be construed in accordance with the laws of the State of Florida. Except where prohibited, each entrant agrees that any and all disputes, claims and/or causes of action arising out of, or connected with, the Sweepstakes or the Prize shall first be submitted to mediation for resolution. All entrants further agree that venue for any disputes, claims and/or causes of action arising hereunder shall lie exclusively in the courts located within Marion County, Florida.

11. Miscellaneous. Failure of the Club in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege or option herein conferred upon or reserved to the Club, shall not operate or be construed as a relinquishment or waiver of such covenant or condition, or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. These Official Rules shall be binding upon all entrants. In case any one or more of the provisions contained in these Official Rules shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and these Official Rules shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The failure of the Club to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Club (excepting compliance with applicable codes and regulations), or other “force majeure” event will not be considered a breach of these Official Rules.