

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**”) at the Club (as defined below) is open to legal residents of the State of Tennessee who are at least eighteen (18) years old at the time of entry. Employees of the Club 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 Elizabethton Municipal Golf Course, located at 185 Buck Van Huss Road, Elizabethton, Tennessee 37643 (the “**Club**”). Any questions or concerns regarding the Sweepstakes and/or these Official Rules (as defined below) can be sent via mail to the Club’s address as provided in this Section, via email at info@hampton.golf, or via telephone at (423) 542-8051.

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 (as defined below) is contingent upon being compliant with these Official Rules, submittal and acceptance of a Membership Agreement (as defined below), and fulfilling all other requirements set forth herein.

4. Sweepstakes Period; How to Enter. The Sweepstakes begins on December 15, 2018 at 12:01 am (EST) and ends on January 20, 2019 at 11:59 pm (EST) (the “**Sweepstakes Period**”). Entries that are submitted before or after the Sweepstakes Period will be disqualified. During the Sweepstakes Period, entrants must visit the Club’s website (www.elizabethtongolf.com) to enter the Sweepstakes by following the directions provided 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 Hampton Golf, Inc. 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).

5. Prize Drawing. On or about January 30, 2019, the Club will select one (1) potential winner in a random drawing from among all eligible entries received during the Sweepstakes Period. The odds of being selected depend on the number of entries received. The Club will attempt to notify the potential winner via email on or about January 30, 2019. 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, electronically sign, and submit to the Club a Membership Application and Agreement (the “**Membership Agreement**”) within five (5) days of the date notice or attempted notice is sent. 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, the Membership Agreement and the Rules & Regulations of the Club (the “**Rules & Regulations**”), and winning is contingent upon fulfilling all such requirements. 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) Full Golf Membership at the Club for the 2019 calendar year (the “**Prize**”), the value of which is Eight Hundred Eighty Dollars (\$880.00). The Prize cannot be exchanged or transferred under any circumstances. The winner must strictly comply with the Membership Agreement and the Rules & Regulations (collectively, the “**Club Governing Documents**”). Any violation of any provision of the Club Governing Documents or 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. To request the name of the winner of the Prize, a self-addressed, stamped envelope must be sent to the Club 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 and, in the event of termination, 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 Club’s 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.

9. Release and Limitations of Liability. By participating in the Sweepstakes, entrants agree to release and hold harmless the Club, the City of Elizabethton, Tennessee (the “**City**”) and Hampton Golf, Inc. (“**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, the announcement of the winner, the cancellation or postponement of the Prize, the incorrect downloading of the application, the processing of entries application downloads or in any 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). Each entrant further agrees that in any cause of action, the Released Parties’ liability will be limited to the value of the Prize, as outlined in Section 7 of these Official Rules, and in no event shall any entrant be entitled to receive attorneys’ fees. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Each entrant waives the right to claim any damages whatsoever, including but not limited to, punitive, consequential, direct, or indirect damages.

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 Tennessee. 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 the venue for any disputes, claims and/or causes of action arising hereunder shall lie exclusively in the courts located within Carter County, Tennessee.

11. Miscellaneous. Failure of the Club in one (1) or more instances to insist upon strict performance or observance of one (1) 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.