

**Peter Millar x TaylorMade’s “The Ultimate Sweepstakes” Promotion**  
**(the “Promotion”)**

Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PAYMENT OR PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST TWENTY-ONE (21) YEARS OF AGE OR THE AGE OF MAJORITY IN THEIR JURISDICTION, WHICHEVER IS GREATER. VOID IN PUERTO RICO, ALASKA, HAWAII, ALL U.S. TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW.

THESE OFFICIAL RULES ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (DEFINED BELOW) THAT GOVERN ENTRY INTO THE PROMOTION. BY PARTICIPATING IN THIS PROMOTION, YOU AGREE TO ABIDE BY THESE OFFICIAL RULES. FAILURE TO COMPLY WITH THESE TERMS WILL VOID YOUR ENTRY.

**1. Eligibility:** This Promotion is open to any legal resident of the 50 United States or the District of Columbia who is at least 21 years of age or the age of majority in their place of residence, whichever is greater, as of the commencement of the Promotion Period (defined below). Individuals who are employees, officers, representatives, or directors of Peter Millar LLC (“Sponsor”) or Taylor Made Golf Company, Inc. (“TaylorMade”), or their respective parents, subsidiaries, affiliates and advertising and promotion agencies, and the immediate family members (spouses, domestic partners and parents, children and siblings and their spouses or domestic partners, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to win. All applicable federal, state, territorial and local rules apply. Participation constitutes entrant’s full and unconditional agreement to these Official Rules (the “Official Rules”) and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning the Prize (defined below) is contingent upon fulfilling all requirements set forth herein.

**2. Timing:** Promotion begins on Monday, June 21, 2021 at 9:00 a.m. Eastern Time (ET) and ends on Monday, July 26, 2021 at 11:59 p.m. ET (the “Promotion Period”). Winner must be available from Friday, September 17, 2021 through Sunday, September 19, 2021 to receive the Prize (defined below), unless Sponsor selects another time period in its sole discretion. Sponsor is the official timekeeper for the Promotion.

**3. How to Enter The Promotion:** During the Promotion Period, eligible entrants shall visit the online entry form located at <https://www.petermillar.com/petermillar-taylormade-sweepstakes.html> (“Entry Form”) and follow the onscreen instructions to enter the Promotion, including, (i) submitting all required information and contact details (first and last name, gender, date of birth, phone number, email address, and home mailing address in the U.S. required – No P.O. boxes); and (ii) accepting the Privacy Policy located at <https://www.petermillar.com/f/privacy-policy.html> and these Official Rules. By successfully following all entry instructions during the Promotion Period, you are automatically entered to win the Prize (defined below) (an “Entry”).

Upon Sponsor’s receipt of a completed Entry Form during the Promotion Period, you will be deemed to have submitted an Entry. All Entries become the exclusive property of Sponsor and none will be returned.

By successfully completing and submitting an Entry during the Promotion Period, you are automatically entered to win the Prize (defined below). The contact information provided in the Entry shall be used by Sponsor to contact the entrant about the requirements to receive the Prize if they are chosen to win. By submitting an Entry, Sponsor may also use the contact information provided in the Entry Form to send marketing and advertising materials to you in accordance with Sponsor’s Privacy Policy. Multiple entries are not permitted. Any attempt by any entrant

to make more than the stated number of entries by using multiple/different identities or any other methods will void that entrant's entries and that entrant may be disqualified at Sponsor's sole discretion. All Entries must be received by Sponsor during the Promotion Period or they will be void.

In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person that is first named in the Entry, as determined by Sponsor. If the identity of the person submitting an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible. Entries by any method other than set forth above are void. Sponsor is the official timekeeper for the Promotion. Late, illegible, incomplete, defaced or corrupt entries will not be accepted. No responsibility can be accepted for lost entries, entries not submitted or not received due to an error by the entrant. Entries must not be sent through agencies or third parties.

**4. Selection:** Sponsor will choose one (1) potential winner at random from all Entries received to win the Prize (defined below) on or around Wednesday, August 4, 2021. The entrant selected as the potential winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. All determinations are final and binding with respect to all matters relating to the Promotion.

**5. Winner Notification and Declaration/Affidavit of Eligibility/Tax Forms:** Sponsor or its designee shall contact the potential winner via telephone or e-mail, at the telephone number or e-mail address provided in the Entry, on or around Thursday, August 5, 2021. Potential winner may be required to complete a declaration of eligibility or an affidavit of eligibility and release (an "Affidavit of Eligibility") as well as any additional required information, releases or responses, and/or W-9 Forms of the IRS (if required by IRS regulations) or other tax forms prior to the delivery of any Prize.

The potential winner must return the fully executed Affidavit of Eligibility and provide all other requested information and documents to Sponsor within three (3) days (i.e. 72 hours) following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the Prize and selection of an alternate winner. If any potential winner is found to be ineligible or if any potential winner does not comply with the Official Rules, then the potential winner may also be disqualified and an alternate potential Prize winner will be determined. If a potential winner cannot be contacted within seventy-two (72) hours after the first attempt to contact such potential winner, an alternate entrant may be selected in his or her place from all entries received.

Sponsor will provide the winner with the trip itinerary associated with the Prize within approximately fifteen (15) days from the selection date to the winner's email address.

**6. Prize:** One (1) winner will win the following:

- a full day experience at TaylorMade's The Kingdom, which includes: (i) a tour of The Kingdom facility; (ii) a full set of TaylorMade golf clubs; (iii) a one-on-one golf lesson with golf coach, David Woods (subject to availability);
- complimentary airfare (first class, round-trip) for the winner;
- hotel accommodations for two (2) nights;
- transportation to and from the hotel (for purposes of airport transportation and transportation to and from The Kingdom); and
- a \$1,000 Peter Millar clothing allowance, to be distributed via a promotional code online

(collectively, the "Prize") (Total ARV: \$4,873).

Awarding of the Prize is subject to verification of eligibility and compliance with these Official Rules. The winner will fly from a major U.S. gateway airport closest to the winner's address identified in their Entry (as determined by Sponsor). The odds of winning the Prize depend on the number of entries received.

The Prize and the redemption thereof are subject to terms and conditions specified by Sponsor. The Prize is awarded "as is" with no warranty or guarantee, either express or implied. Prize cannot be transferred, negotiated, refunded, substituted or redeemed for cash, or used in conjunction with any other competition or offer. Notwithstanding the foregoing, Sponsor reserves the right, in its sole discretion, to substitute and/or modify a Prize (or any component thereof) with a prize of comparable or greater retail value, at its sole discretion. All components of the Prize are subject to availability. In the event David Woods is not available as determined by Sponsor, no other prize element will be substituted. Only one (1) Prize is permitted per person and per family or household. All taxes on Prize and all costs, fees and expenses related to acceptance and use of the Prize not specified in these Official Rules as being provided are the sole responsibility of winner. For the avoidance of doubt, the Prize will constitute taxable income to the winner of the Prize, the taxes on which will be the winner's sole responsibility, and no cash compensation will be provided to defray any tax liability. Booking will be done by Sponsor. Winner will be fully responsible for being eligible to receive the prize and travel via airplane (including, but not limited to, adhering to any laws, rules, regulations, and mandates related to, concerning, or arising from COVID-19-related travel restrictions and requirements) and obtaining the necessary or requested travel/transportation documentation (including, if requested by Sponsor, COVID-19 test results and/or proof of vaccination) and providing copies of such documents by September 1, 2021 to Sponsor upon request – e.g. travel documents such as a driver's license and passport/visa. P.O. Boxes will not be accepted. All Prize details are at Sponsor's sole discretion. Winner may be required by Sponsor to provide proof of COVID-19 vaccination and/or a negative COVID-19 PCR test result within three days of traveling as a requirement to receive the Prize, and Winner may be subject to COVID-19 related quarantine restrictions and requirements. Winner is solely responsible for complying with all such restrictions and requirements.

The Prize involves travel at a predetermined time or times as set forth by Sponsor in its sole discretion. Sponsor will determine exact dates, hotel, airline(s), departure and arrival airports, transportation arrangements, and itinerary at its sole discretion and are subject to change at any time and for any reason. No refund or compensation will be made in the event of cancellation or delay of any flight. All details of travel and accommodation are subject to availability. Lodging and air transportation cannot be used separately. Travel and hotel stay are subject to the terms and conditions set forth in these Official Rules, and those set forth by the airline carrier(s) and hotel(s) of Sponsor's choice. Sponsor shall not be responsible for any cancellations, delays, diversions or flight substitution or any act or omissions whatsoever by the air carrier(s), accommodation provider(s), or any other persons or companies providing any of these services and accommodations. Sponsor shall not be liable for any loss or damage to baggage. Winner is responsible for obtaining any valid documentation necessary for travel, complying with COVID-19 testing, vaccination, and quarantine requirements, and is responsible for his or her own travel insurance should they desire it. The Prize consist only of the items described above. All expenses not expressly stated in the Prize description above as being included in the Prize, including, without limitation, meals, additional ground transportation, tips, souvenirs and hotel incidentals, are the responsibility solely of the winner. Alcoholic beverages are not part of the Prize. Use of Prize is conditioned upon winner conducting themselves at all times in a socially responsible, respectful and appropriate manner; should winner fail to do so, Prize may be immediately terminated and the Sponsor may pursue other legal sanctions against the winner, as applicable. Further travel and/or accommodation restrictions may apply. The odds of winning the Prize depend on the number of entries received.

The value of the Prize won by a participant in the Sweepstakes may be taxable as income to its winner. Winner may be issued an IRS Form W-9 and a subsequent IRS Form 1099, if necessary. Upon receipt of the Prize, winner shall be required to comply with any and all applicable federal, state and local laws, rules and regulations.

**7. Grant of Publicity:** By participating in this Promotion, you agree to permit Sponsor, TaylorMade, and their respective agents and designees to use your Entry, name, city and state/hometown address, voice, statement, image and/or other likeness for advertising, publicity and promotional purposes, in any manner, in any and all media, now or hereafter developed, including, but not limited to, within Sponsor's and TaylorMade's websites and on Sponsor's and TaylorMade's social media pages, in perpetuity, worldwide without further consideration (unless prohibited by law) or permission from, or notification to, you, and you further agree to execute any specific consent needed or requested by Sponsor, TaylorMade, or their designees in furtherance of such use.

**8. General Conditions:** By participating in this Promotion, you agree: [a] to be legally bound by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to the Promotion; and [b] to release, waive, discharge, indemnify, defend and hold harmless Sponsor, TaylorMade, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind arising out of or related to the participation in the Promotion or the acceptance, use or misuse of the Prize including, without limitation, personal injury, death and property damage, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the natural person that is first named in the Entry, as determined by Sponsor. If the identity of the person submitting an Entry cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible.

By entering the Promotion, you represent and warrant as follows: [a] the Entry is your own for you to win the Prize; [b] the Entry does not contain any false information; and [c] you only submitted one (1) Entry. Sponsor reserves the right to disqualify (and refuse to accept or remove) any Entry that Sponsor, in its sole discretion, deems to violate these Official Rules. Released Parties are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the processing of entries or votes; [b] failed, incomplete, garbled or delayed computer transmissions; late, lost, inaccurate, delayed, stolen, garbled, misdirected, illegible, or incomplete entries or for other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the potential Prize winner; or any condition caused by events that may cause the Promotion to be disrupted or corrupted. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by you or any other individuals, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to any person or their property related to or resulting from participating in this Promotion or otherwise receiving the Prize. Persons who tamper with or abuse any aspect of the Promotion, who act in an unsportsmanlike or disruptive manner, or who are otherwise in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right, to the extent permissible under law, in its sole discretion, to cancel, terminate, modify or suspend the Promotion or any portion thereof should viruses, bugs or other causes corrupt the administration, security or proper play of the Promotion, and limit Entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion and, if terminated, to award the Prizes from all non-suspect, eligible Entries received prior to such action or as otherwise deemed fair and appropriate by Sponsor. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Except where prohibited, entrant agrees that: (1) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred in entering this Promotion, and in no event will entrant be entitled to obtain attorneys' fees or other legal costs; and (2) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, special, punitive, incidental and consequential damages and any other damages, except as expressly provided above, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." You expressly waive and release any right or benefit which you have or may have under Section 1542 of the Civil Code of the State of California, to the full extent that you may waive all such rights and benefits pertaining to the matters released here. In connection with such waiver and relinquishment, you acknowledge that you are aware that you may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which you now know or believe to be true, with respect to the matters released herein; nevertheless, it is your intention through this release to fully and finally and forever settle and release all such matters and claims relative thereto, which do not exist, may exist or heretofore have existed between yourself and the Sponsor related to the Promotion. The release herein given shall be and remain in effect as a full and complete release of such claims and matters notwithstanding the discovery or existence of any such additional or different claims or facts relative thereto. Information collected from entrants is subject to the Privacy Policy set forth at <https://www.petermillar.com/f/privacy-policy.html>.

**9. Governing Law/Jurisdiction:** Subject only to the following paragraph, the Promotion and these Official Rules, including, but not limited to, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you, other entrants, the potential winner, winner, the Sponsor, shall be exclusively governed by and construed in accordance with the laws of the State of New York, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Subject only to the following paragraph, any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded or not awarded shall be resolved individually, without resort to any form of class action, and exclusively by the Courts located in New York County, New York.

**10. Sponsor:** Peter Millar LLC, a division of Richemont North America, Inc., 1002 Twin Creeks Ct, Durham, NC 27703.

**11. Winner's List/Official Rules:** To obtain any legally-required winner's list (after the conclusion of the Promotion) or a copy of these Official Rules, send a written request, enclosed with a self-addressed envelope with the proper postage affixed, to: Peter Millar, Peter Millar x TaylorMade Sweepstakes, 1101 Haynes Street, Suite 106, Raleigh, NC 27604 (VT residents may omit return postage). The request must be received within six months after the Winner for the Promotion is chosen.