

“American Express Women’s Golf Month Sweepstakes”  
**OFFICIAL SWEEPSTAKES RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**A purchase will not improve chances of winning.**

CONSUMER DISCLOSURE  
You have not yet won.

OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD AS OF THE DATE OF ENTRY AND ARE NOT PGA PROFESSIONALS (AS DEFINED BY THE RULES OF THE U.S.G.A., SET FORTH IN SECTION 2 BELOW)

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at Sponsor’s discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD.** Promotion begins June 1, 2010 at 12:01 AM ET and ends June 30, 2010 at 11:59 PM ET, when all entries must be received (“Promotion Period”).

2. **ELIGIBILITY.** This sweepstakes (the “Promotion”) is only open to legal residents of the 50 United States and District of Columbia who are at least 18 years old as of the date of entry and are not PGA Professionals (as defined by the rules of the U.S.G.A. described below), except officers, directors, members, and employees of the Sponsor, or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals. This Promotion is void outside the 50 United States and the District of Columbia, and where prohibited. THE U.S.G.A. defines a “PGA Professional” as one who plays the game as a non-remunerative and non-profit-making sport and who does not receive remuneration for teaching golf or for other activities because of golf skill or reputation.

3. **HOW TO ENTER.** Visit [PlayGolfAmerica.com/WGM](http://PlayGolfAmerica.com/WGM) during the Promotion Period and follow the instructions to complete and submit the entry form. All entries become the property of the Sponsor and will not be acknowledged or returned. Limit: One entry per person and per e-mail address during the Promotion Period. All entrant information, including e-mail addresses, is subject to the respective Privacy Policy of the applicable Sponsor.

4. **WINNER SELECTION AND NOTIFICATION.** Winner selection will be conducted by random drawing from all eligible entries on or about July 1, 2010 (the “Drawing Date”). Any potential winner will be notified by mail, e-mail and/or

telephone. If a potential winner: (i) cannot be contacted; (ii) does not respond within five (5) days from the date the Sponsor first tries to notify him/her; (iii) fails to return the Affidavit and Release as specified in Rule 9; (iv) refuses the prize; and/or (v) the prize or prize notification is returned as undeliverable, such potential winner forfeits all rights to win the Promotion or receive the prize, and an alternate potential winner may be selected. (After five (5) such alternate potential winners have been selected without securing an eligible winner, the prize may remain un-awarded.) Upon contacting a potential winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared the “winner” of the Promotion.

5. **PRIZE DESCRIPTION.** There will be one (1) Grand Prize Winner and five (5) Runners-Up. The Grand Prize is one (1) set of custom-fit golf clubs (one (1) driver, irons: 3-PW, two (2) wedges, one (1) fairway wood, one (1) putter). The approximate retail value of the Prize is \$1,200. The First Runner-Up prize is one (1) American Express ® Gift Card valued at \$500 . The Second Runner-Up prizes are five (5) American Express ® Gift Cards valued at \$100. The total retail value of the five (5) Runner-Up Prizes is \$1,000.

6. **TAXES.** All federal, state and/or local income and other taxes, if any, are the winner’s sole responsibility.

7. **ODDS OF WINNING.** The odds of winning this Promotion depend on the number of eligible entries received.

8. **NO PRIZE TRANSFER OR SUBSTITUTION.** No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

9. **CONSENT AND RELEASE.** By entering the Promotion, each entrant releases and discharges the Sponsor, judging organization (if applicable), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, agents, representatives, successors and assigns (collectively, “Sponsor Entities”), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, “Claims”). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of any prize; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity

release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner. If winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian who must execute the necessary affidavit and release and, if applicable, must accompany winner on the trip (no additional travel expenses will be awarded should a parent or legal guardian be required to accompany the winner on the trip).

**10. DISCLAIMERS.** (i) Sponsor not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at Sponsor's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. (ii) Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) Sponsor Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors, and may modify or cancel this Promotion based upon such error at its sole discretion without liability. In no event will Sponsor be responsible for awarding more than the number of prizes specified in these rules. (v) SPONSOR ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (vi) The value(s) of the prize(s) set forth above represent Sponsor's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by Sponsor are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or

otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

**11. APPLICABLE LAWS AND JURISDICTION.** This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Florida, without regard to any principles of conflict of laws. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Palm Beach County, Florida. Should there be a conflict between the laws of the State of Florida and any other laws, the conflict will be resolved in favor of the laws of the State of Florida. To the extent permitted by applicable law, all judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

**12. WINNER LIST.** For a list containing the names of the winners, send a self-addressed stamped envelope, within six (6) months of the Drawing Date, to: Winner List, "American Express Women's Golf Month Sweepstakes," Attn: Le Ann Finger, 100 Avenue of the Champions, Palm Beach Gardens, Florida 33418.

**13. SPONSORSHIP.** This Promotion is sponsored by American Express, 200 Vessey Street, New York, NY 10285; EWGA, 300 Avenue of the Champions, Suite 140, Palm Beach Gardens, FL 33418; GCSAA, 1421 Research Park Drive Lawrence, KS 66049; LPGA, 100 International Golf Drive, Daytona Beach, FL 32124; National Golf Course Owners Association (NGCOA), 291 Seven Farms Drive, Charleston, SC 29492; The PGA of America, 100 Ave of Champions, Palm Beach Gardens, FL 33418 (individually and collectively, the "Sponsor").

## **Abbreviated Rules**

**NO PURCHASE NECESSARY.** To enter and for full rules, go to [www.playgolfamerica.com/wgm](http://www.playgolfamerica.com/wgm)  
Starts 12:01 AM ET 6/1/10 and ends 11:59 PM ET 6/30/10. Open to legal residents of the 50 United States/D.C., 18 or older who are not PGA Professionals (as defined by the rules of the U.S.G.A.), except employees of Sponsors, their immediate families and those living in the same household. Odds of winning depend on the number of entries received. Void outside the 50 United States/D.C. and where prohibited. A.R.V. of 1 grand prize: \$1,200. A.R.V. of 1 first runner-up prize: \$500. A.R.V. of 5 second runner-up prizes: \$100 each. Sponsor: American Express Women's Golf Month Committee.