

**Buy Select Callaway Golf Balls and get a
FREE Android® Smartphone**

with activation of a new 2 year plan plus data feature, and S&H

Limited time offer, available in the 50 U.S. states/D.C. only, with purchase of any Callaway® Tour i(s)®, Tour i(z)®, HX Diablo® Tour or HX Diablo dozen golf balls from an authorized Callaway retailer. Purchaser will be eligible to redeem an online offer good for a FREE Android® Smartphone with activation of a new 2 year plan plus data feature, and payment of shipping and handling.

Free phone offer is only available with select service plans, data and messaging features and a new two-year subscriber agreement. Price valid for primary and secondary lines only. Offer is subject to identity, credit, and/or eligibility check, and may require a deposit. Contract renewal and upgrade options may also be available for existing eligible customers, however price may vary. Service may not be available in all markets or on all wireless carriers. Activation fees, early termination fees, and additional restrictions apply. Must be 18 or older to qualify. Void where restricted or prohibited by law. Not valid with any other offer or for business accounts. Limited time offer that is subject to change and only valid in the United States. Offers for wireless products and services are fulfilled by Simplexity, LLC, an authorized agent for the featured wireless service providers. Promotion executed by PageMaster Corporation, Thousand Oaks, CA.

REDEMPTION DETAILS:

- This offer is open only to legal U.S. residents who are 18 years of age or older.
- Purchase any Callaway Tour i(s), Tour i(z), HX Diablo Tour or HX Diablo dozen golf balls from an authorized Callaway retailer between August 1, 2011 and December 31, 2011.
- Visit www.callawaygolf.com/androidoffer between August 1, 2011 and January 31, 2012.
- Enter the product UPC code (found on golf ball packaging (outer box and/or sleeves) and click "Click Here to Enter" to enter redemption website ("Redemption Website").
- Smartphones are available in multiple models and are compatible with a variety of service providers while supplies last (see Redemption Website for details).
- Free Smartphone requires activation of new 2 year plan plus data feature, plus payment of shipping and handling. Monthly voice and data fees also apply. Early termination fees may apply. Offer subject to credit approval.
- Subject to terms and conditions of phone manufacturer and Service Provider (see Additional Terms and Redemption Website for details).
- Consumer is responsible for all Smartphone taxes, fees, and up to \$19.99 in shipping and handling costs.
- Redemption of offer constitutes acceptance of these terms and conditions and the Additional Terms below (collectively "Terms").
- Limit of 5 phones per household. Lines 3-5 may include additional charges; prices may vary. See order page for complete details.
- Smartphones will be shipped only within the 50 United States ./D.C. Shipping time frame is subject to carrier approval and credit check and will ship within 72 hours of approval.

Questions?

Visit www.callawaygolf.com/androidoffer, enter appropriate product UPC code and hit "Click Here to Enter" which will take you to the Redemption Website. On the Redemption Website, choose a phone and click the "contact us" button in the upper right hand corner of the web page and call the toll free number.

Additional Terms:

Sponsor makes no representation, warranty or guarantee whatsoever in relation to the third party products or services and Sponsor assumes no liability whatsoever in relation to the third party products and services even if Sponsor has been advised of the possibility of such

damages or can anticipate such damages. This is a limited time offer, available in the 50 U.S./D.C. only, while supplies last.

By submitting a claim pursuant to this offer, you agree and covenant on behalf of your family, heirs, personal representatives, executors, assigns and insurers, to release, acquit, hold harmless, waive and forever discharge Sponsor, PageMaster Corporation, and their respective parent companies, subsidiaries and affiliates, and their respective officers, directors, members, managers, employees, contractors and agents (collectively, "Releasees") from any and all claims, demands, damages, debts, costs, fees, obligations, loss, expenses, compensation, actions or causes of action whatsoever, of every nature, character and description, whether known, unknown, discovered, undiscovered, suspected or unsuspected (collectively, "Claims"), including but not limited to Claims arising on account of, or in any way growing out of the delivery or use of the item or any Releasee's negligence.

Offer not valid on online purchases from internet auction sites, or purchases of refurbished or reconditioned merchandise. Offer is not valid on free, giveaway, or other promotional merchandise. Offer not combinable with any other Callaway Golf offers or promotions, or for business accounts. Sponsor reserves the right to substitute this advertised item with an item of similar value if advertised items are not available at time of redemption.

Releasees are not responsible for illegible, incomplete, lost, damaged, postage-due, mutilated, misdirected or late smartphones or mail. Sponsor assumes no responsibility for electronic hardware, programming or software malfunctions, or failures, or line connections, accessibility or availability, or technical failures of any kind, or unauthorized human intervention, or the incorrect or inaccurate capture of any entry or other information, or for the failure to capture any such information. Further, if, for any reason, the offer, in the sole opinion of Sponsor, is not capable of running as planned by reason of fraud, infection by virus, bugs, worms, tampering, unauthorized intervention, technical failures, or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this offer, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend offer.

No business, group or organization requests or purchases will be accepted. Smartphones may not be resold. The information provided in connection with this offer is subject to Privacy Policy available at: <http://www.callawaygolf.com/Global/en-US/Legal/PrivacyPolicy.html>.

Offer is only available with *select* service plans, data and messaging features and a new two-year subscriber agreement.; Offer valid for one primary and one secondary line only. Offer is subject to identity, credit, and/or eligibility check, and may require a deposit. Contract renewal and upgrade options may also be available for existing eligible customers, however prices may vary. Service may not be available in all markets or on all wireless carriers. Activation fees, early termination fees, and additional restrictions may apply. Void outside of the 50 U.S./D.C. and where prohibited by law.

Compliance with these Terms is subject to verification. Offer and Terms are governed by the laws of the State of California for the resolution of all claims and disputes, without giving effect to any choice of law or conflict of law rules. If any part of these Terms deemed to be invalid or otherwise unenforceable or illegal, the balance of the Terms shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. All trademarks are owned by the respective rights holders.

Any controversy or claim arising out of or relating to this Offer or these Terms shall be settled by binding arbitration in a location determined by their arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, 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. The arbitrator shall apply California law

consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty 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. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE CLAIMANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. DO NOT ACCEPT OR REDEEM THIS OFFER IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE TERMS.**

Offers for wireless products and services are fulfilled by Simplexity, LLC, an authorized agent for the featured wireless service providers. This offer is administered by PageMaster Corporation, Thousand Oaks, CA.

SPONSOR: Callaway Golf Company, 2180 Rutherford Road, Carlsbad, CA 92008-7328.

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