

## **Terms and Conditions**

The PGA TOUR Fan Council (the "Community") and the [www.PGATOURFanCouncil.com](http://www.PGATOURFanCouncil.com) website (the "Website") are operated by PGATOUR.COM, LLC. ("PGATOUR.COM"). By joining the Community and becoming a Community member (a "Member") or by using the Website, you agree to be bound by the following terms & conditions (the "Terms"):

### **Registration Requirements**

In order to receive invitations to participate in Community surveys you must first register as a Member of the Community by providing us with accurate, complete and updated registration information as required by the profiling survey. The profiling survey will ask you questions about your residence, age, your habits and attitudes, gender, education level and so on.

To ensure the integrity of the Community, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use of and/or participation in the community.

Any personal information we collect is subject to any and all uses outlined within our Privacy Policy, which is available here: <http://www.pgatour.com/company/privacy-policy.html>

You are responsible for all usage or activity on your account, including use of the account by any third party (which is prohibited), whether or not such use is authorized by you or is the result of you authorizing a third party to use your username and password.

Membership in the Community is open to persons 18 years of age or older. Employees of PGA TOUR, Inc. and PGATOUR.COM, its subsidiaries and affiliates are not eligible to participate. Employees of all sports leagues, teams and organizations, including subsidiaries and affiliates, are not eligible to participate. Employees of any media organization are not eligible to participate.

At any time, you may update your email address and/or other registration information by visiting the Update Profile section of the Website and entering the information requested. You may also terminate your participation at any time by sending an email with the subject line "Unsubscribe" to: [PGATOURFanCouncil@pgatourhq.com](mailto:PGATOURFanCouncil@pgatourhq.com).

### **Community Participation**

As a Member, you must be willing to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 3 consecutive months.

Members are invited to participate in surveys based on demographic information or randomly, depending on the survey criteria. We do not guarantee any minimum number of surveys and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

We may offer sweepstakes with prizes to randomly selected Members (in which cases we will clearly identify invitations that provide entry to sweepstakes and provide a direct link to the related sweepstakes rules and regulations). We may also offer rewards for participation in certain studies. Fulfillment of rewards / prizes are subject to our sole discretion and you acknowledge and agree that we are under no obligation to fulfill rewards in certain circumstances. We may require you to provide additional personal information to fulfill rewards and / or prizes.

From time to time, we may offer you the opportunity to receive physical objects (e.g., new devices for testing) in connection with your participation in the community. If you agree to receive any such object, we make no guarantee as to the functionality, usefulness or safety of such object, and you hereby release us from any and all liability and damages arising out of your receipt and/or use of such object, including any personal injury or even death.

## General

You are responsible for ensuring that any material you provide to the Website or post on a bulletin board or forum or elsewhere, including but not limited to text, photographs and sound, does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.

Any responses or material you provide on the Website becomes our property and we are free to use such information, including ideas, photographs, text and video, in any way we see fit, including for commercial purposes without any further consent from you and you agree to cooperate with us, including signing any supporting documentation we reasonably require, confirming our unqualified ownership therein, including copyright ownership and your waiver of any applicable moral rights.

Content of the surveys and information provided to you is proprietary and should not be published, copied or reproduced in whole or in part without our prior written consent. From time to time, on our Website or in the Community, we may provide you with information that is confident or not known to the general public. Such information will be considered confidential and you ~~will be asked~~may not ~~to~~ share or use the information in any way other than as set out for Community purposes. Breach of this obligation may result in liability for monetary damage to PGATOUR.COM or our clients caused as a result of your breach.

We do not endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements posted on forums, blogs or otherwise contained in the Website. Any information or material placed online, including advice and opinions, are the views and responsibility of those who post the statements and do not necessarily represent the views of PGATOUR.COM and you agree that we are not responsible, and shall have no liability to you, with respect to any information or materials posted by others.

These Terms shall be construed in accordance with the laws of the State of Florida, USA, without regard to its conflict of laws rules. You and PGATOUR.COM agree to submit to the personal and exclusive jurisdiction of the courts located within the county of St. John's County,

Florida. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

The section headings used herein are for convenience only and shall not be given any legal import. In the event a court of competent jurisdiction finds that any provision of these Terms and Conditions is invalid, the court should give effect to the parties' intentions as reflected in the provision, and all other provisions of these Terms of Conditions shall remain in full force and effect. You must file any claim or cause of action arising out of or related to use of PGATOUR.COM or these Terms and Conditions within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary, acknowledging that any claim or cause of action filed after one (1) year would be forever barred. All rights not expressly granted to you herein are hereby reserved to PGATOUR.COM and its affiliates.

### **Privacy**

Please refer to [www.pgatour.com/company/privacy](http://www.pgatour.com/company/privacy) for information on how PGATOUR.COM collects, uses, and discloses your personal information.

### **Third-Party Content**

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connection with use of or reliance on any such content, goods or services available on or through any such third party web site or resource.

### **Disclaimer**

We have no control over the Internet and cannot prevent the interception of messages by unauthorized parties or guarantee that such unauthorized parties may not be able to decrypt encrypted messages.

We are not responsible for unavailable network connections; failed, incomplete, garbled or delayed computer transmissions; online failures; hardware, software or other technical malfunctions or disturbances; or any other communications failures or circumstances affecting, disrupting or corrupting the Community in any manner including without limitation your ability to participate in the Community. We are also not responsible for any damage to your computer occasioned by participation in the Community or downloading of any information necessary to participate in the Community.

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We do not warrant that the functions contained in the Website or Community or any materials or content contained therein will be uninterrupted or error free, that defects will be corrected, or that the Website or the Community will be corrected, or will be free of viruses or other harmful components. In no event will we be liable under any theory of tort, contract, strict liability or other legal or equitable theory for any lost profits, lost data, lost opportunities, costs of cover exemplary, punitive, personal injury/wrongful death, special incidental, indirect or other consequential damages, each of which is hereby excluded by agreement of the parties regardless of whether or not either party has been advised of the possibility of such damages.

WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO MODIFY ANY PART OF THESE TERMS, AT ANY TIME BY CHANGING THESE TERMS OR RELATED INFORMATION ON OUR WEBSITE.

We may, in our sole discretion, terminate or suspend any Member's access to all or part of the Community and the Website including, without limitation, breach of these Terms, or taking actions that are inconsistent with the intent of these Terms. We will be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms. Any decision we make relating to termination or suspension of any Member's account shall be final and binding. We shall not be liable to you or any third-party for any termination of your access to the Community.

We may also terminate any Member's account in our sole discretion and without prior notice if a Member has failed to complete a survey for a period of more than three (3) months.

### **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AGREE THAT ~~NEITHER~~ PGATOUR.COM, ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES ~~NOR ANY OF OUR AGENTS~~ WILL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OR FOR LOST PROFITS, LOSS OF PRIVACY, SECURITY OF DATA, FAILURE TO MEET ANY DUTY OR ANY OTHER DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO ANY BREACH OF ANY ASPECT OF THESE TERMS OR YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE COMMUNITY. YOU HEREBY RELEASE PGATOUR.COM, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND REPRESENTATIVES FROM ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE WEBSITE, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF TO THE USER, OR FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES (ACTUAL AND CONSEQUENTIAL), EXPENSES, COSTS, LOSSES AND LIABILITIES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE OR PARTICIPATION IN THE COMMUNITY.

### **Indemnification**

You agree to indemnify, defend and hold harmless PGATOUR.COM, its affiliates, and their respective employees, directors, officers, agents and representatives from and against any and all third party claims, demands, liabilities, costs or expenses whatsoever, including attorney's fees, arising from or related to any breach by you of any of the Terms or applicable laws, or in any other way arising out of your use of the Website, the Community or any content contained therein.

### **Changes**

All information posted on the Website, including these Terms, is subject to change without notice. Your continued use of the Website after such changes is deemed to be your acceptance of such changes so please check the Terms regularly. If any changes are made to these Terms, PGATOUR.COM will revise the "Last Updated" date that is indicated on the Terms.

Last Updated: September 1, 2016