

CALLAWAY UPRO® GIFT WITH PURCHASE OFFER

Receive a Gift With the Purchase of a New Callaway uPro GPS Device* Between 11/1/09 - 12/31/09

Offer valid for Callaway uPro devices* purchased new at participating authorized U.S. retail locations. Mail-In fulfillment form must be postmarked by the extended date of January 31, 2010 and received by February 10th, 2010.

* Excludes Callaway uPro Go

Callaway

uPro

Please print. Incomplete information will invalidate this claim form.

E-mail Address: _____

Check here to receive Callaway e-newsletters to learn about exciting product information, special offers, promotions, tour news and more!

Name _____

Address (No P.O. Boxes) _____

City _____ State _____ Zip _____

Primary Phone _____

Location where qualified product purchase(s) made:

Store Name _____

For online purchases, include online retailer name.

Mail to:

Callaway uPro Gift With Purchase Offer
P.O. Box 6104 • Douglas, AZ 85655-6104

Choose one of the following: (Check only 1 box below)

Callaway

X-Forged
Chrome
Wedge



RH 52° 1A
LH 52° 1D

RH 56° 1B
LH 56° 1E

RH 60° 1C
LH 60° 1F

Odyssey

White Hot
XG Putter



RH #1-33° 2A
LH #1-33° 2D

RH #1-34° 2B
LH #1-34° 2E

RH #1-35° 2C
LH #1-35° 2F

RH #7c/s-33° 2G
RH Hawk-33° 2J

RH #7c/s-34° 2H
RH Hawk-34° 2K

RH #7c/s-35° 2I
RH Hawk-35° 2L

Callaway

Hybrid
Series
Eyewear



Sunglasses 3A

Callaway

2 Dozen
Tour
Golf Balls



2 Dz
Tour i 4A

2 Dz
Tour ix 4B

2 Dz
Combo 4C
(1 Dz Each)

Callaway

Chev 18
Stand
Bag



Blue 5A

White 5B

(RH=Right Hand, LH=Left Hand, c/s=Center Shaft)

Instructions: (see reverse for more details)

1. Complete this claim form in full.
2. Attach original receipt to claim form. Photocopies of receipts will NOT be accepted. For online purchases, include order confirmation and shipment invoice.
3. On a separate piece of paper, attach your original bar code showing model number that is printed on the original packaging and corresponds to your original receipt.
4. Make a photo copy of your submission for your records.
5. Review the official rules to be sure that your submission is valid.
6. Mail completed fulfillment form, original proof of purchase document(s) and original bar code in one envelope. Must be postmarked by the extended date of January 31, 2010 and must be received by February 10, 2010.
7. Allow 10-12 weeks for claim processing.

CALLAWAY UPRO® GIFT WITH PURCHASE OFFICIAL RULES / TERMS AND CONDITIONS

THIS CALLAWAY UPRO GIFT WITH PURCHASE MAIL-IN PROMOTION (“PROMOTION”) IS AVAILABLE IN THE UNITED STATES ONLY (EXCLUDING PUERTO RICO) AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO CALIFORNIA LAW. THIS PROMOTION IS VOID OUTSIDE OF THE U.S. AND WHERE PROHIBITED. OFFER VALID ONLY WHILE SUPPLIES LAST. GIFTS WILL NOT BE SHIPPED OUTSIDE OF THE U.S. MUST BE 18 YEARS OF AGE OR OVER TO PARTICIPATE IN PROMOTION.

PROMOTION BEGINS AT 12:01 A.M. (PACIFIC TIME) ON NOVEMBER 1, 2009 AND ENDS AT 11:59 P.M. (PACIFIC TIME) ON DECEMBER 31, 2009 (“PROMOTION PERIOD”). PRODUCTS PURCHASED BEFORE OR AFTER THESE DATES ARE NOT ELIGIBLE FOR THIS PROMOTION.

SPONSOR: This Promotion is offered by Callaway Golf Sales Company, 2180 Rutherford Road, Carlsbad, CA 92008 (“Sponsor”).

TERMS AND CONDITIONS: The foregoing rules and the following terms and conditions (collectively, “Official Rules”) govern this Promotion. By participating in this Promotion, each participant agrees to bind by these Official Rules:

- 1) TO PARTICIPATE IN THIS MAIL-IN PROMOTION:** All participants must follow each of the steps below to claim a mail-in gift (“Gift”):
- During the Promotion Period, purchase a new Callaway upro® GPS device with ProFliht™ technology – Model Number 31000-01 (“Qualified Product”) from a participating authorized U.S. retail location (“Qualifying Location”) to be eligible to receive your Gift. **Offer excludes Callaway upro™ model GPS devices. (For a complete list of Qualifying Locations go to www.callawaygolf.com. Not all retailers selling upro GPS devices are participating in this Promotion. It is each participant’s responsibility to verify if a particular retailer is a Qualifying Location.)** Purchases made from anyone other than a Qualifying Location are not eligible for this Promotion (“Non-Qualifying Purchases”) and Gift requests for such Non-Qualifying Purchases will be void. Non-Qualifying Purchases also include, among others: (i) purchases of Callaway upro GPS™ model devices; (ii) purchases made outside of the United States and/or purchases made by someone without a U.S. address; (iii) purchases made on online auction sites; (iv) purchases of used or pre-owned devices; (v) purchases or redemptions made via member rewards or VIP programs; (vi) wholesale, governmental, institutional or group purchases; (vii) products obtained through corporate or affiliate programs, loyalty programs, employee purchase programs or points programs; (viii) purchases without a valid receipt (or order confirmation and packing slip in the case of online purchases); (ix) purchases made using Callaway promotional gift cards; and (x) purchases made via Callaway Golf Shopping Spree or Callaway Golf VIP websites. Only actual purchasers of Qualified Products purchased from a Qualifying Location may participate in this Promotion. Promotion valid only for purchases made by consumer end-user only and not for products purchased for re-sale or promotional/charity/tournament or other group events. **Limit one Gift per Qualified Product purchased and a maximum limit of six Gifts per person/household during the Promotion Period. Combination with other offers may be prohibited or limited by Sponsor or by Qualifying Location.** While supplies last. (Purchases are limited). No substitutions or rain checks.

- For In-Store Purchases:** Obtain your **original** cash register receipt for the purchase of your Qualified Product (“Original Receipt”). Original Receipt must verify that purchase of Qualified Product was made during the Promotion Period. **Only an Original Receipt from a Qualifying Location will be honored; duplicates (even if printed by the Qualifying Location), photocopies, handwritten, altered or incomplete documents and the like will not be accepted.** Please keep a photocopy of the Original Receipt for your records.

- For Online Purchases:** Print a copy of your online purchase confirmation (“Online Purchase Confirmation”) AND obtain the original packing slip (“Packing Slip”) from the box once your Qualified Product arrives. Your Online Purchase Confirmation must verify that the Qualified Product was purchased from a Qualifying Location during the Promotion Period. Please keep photocopies of the Online Purchase Confirmation and original Packing Slip for your records.

- Carefully remove the Original Bar Code (also referred to as a UPC Bar Code). **The UPC Bar Code is printed on the original packaging and is found under the Model Number (Model No. 31000-01) in the bottom right hand corner of the side panel. Only the Original Bar Code from the actual Qualified Product purchased will be accepted;** incomplete, photocopied, illegible or unreadable UPC bar code labels will not be accepted.

- Fully complete the official Claim Form (“Claim Form”) (available at Qualifying Locations or download online at www.callawaygolf.com/uprorewardsite and select the **Gift**) you wish to receive from the following options:

GIFT OPTIONS* (CHOOSE ONE):	MODEL/STYLES AVAILABLE:
One Callaway X Forged Wedge- Chrome	Standard Right or Left Hand with a 52° loft (13° bounce), 56° loft (14° bounce) or 60° loft (10° bounce), with stock shaft and stock grip
- OR -	
One Odyssey White Hot XG Putter	Standard Right or Left Hand, #1 putter, 33°/34° or 35°; Standard Right Hand #7 Center-Shaft putter, 33°/34° or 35°; or Standard Right Hand Hawk putter, 33°/34° or 35°, with stock shaft and stock grip
- OR -	
One Callaway Eyewear	Hybrid Series, model HB302 Silver
- OR -	
Two One-Dozen Boxes of Callaway Tour Golf Balls**	Tour 1, Tour ix, or a combination of one dozen each
- OR -	
One Callaway Chev-18 Stand Bag	Blue or White 2009 Double Strap models

***Limit one Gift per Qualified Product purchased and per Completed Redemption Request (as defined below) up to a maximum of six Gifts per person during the Promotion Period.**

****Callaway Golf Ball Gifts are not eligible for the “Free Personalization” Holiday offer.**

- To claim a Gift, mail the following (collectively, a “Completed Redemption Request”) **on or before the extended date of January 31, 2010:**

- A Completed Claim Form (available at Qualifying Locations or online at www.callawaygolf.com/uprorewardsite);
 - Original Receipt (for in-store purchases), or Online Purchase Confirmation and Packing Slip (for online purchases); and
 - Original Bar Code for each Qualified Product
- g) The Completed Redemption Request must be mailed in one envelope to:
Callaway upro Gift with Purchase Offer
P.O. Box 6104
Douglas, AZ 85655-6104

- Multiple and Incomplete Redemption Requests:** You must submit a separate Completed Redemption Request for each Gift you wish to receive and each separate Completed Redemption Request must comply with every step described in Section 1 above. Incomplete, illegible, undeliverable and non-U.S. claims will not be honored (including U.S. Military without a U.S. address). Sponsor is not responsible for late, lost, damaged/legible or incomplete Gift requests, nor is it (including for any computer or Internet errors which might prevent claimant from printing a Claim Form. Purchases made after the end of the Promotion Period are not eligible for this Promotion. Omission of any necessary information in a Completed Redemption Request will result in a postcard notification of ineligibility (“Ineligibility Notice”) by Sponsor’s Agent and will require re-submission of a corrected Completed Redemption Request postmarked within 7 days of the date of the Ineligibility Notice.

- Validation of Claims:** Upon certification by Sponsor or its Agents that the Completed Redemption Request meets all of the requirements of these Official Rules, the selected Gift will be sent to the Promotion participant, subject to availability and while supplies last. Sponsor reserves the right to verify the validity of all claims and to disqualify any Promotion participant for submitting a claim that is not in accordance with these Official Rules; or for tampering in any way with the redemption process. Gifts returned to the Sponsor as undeliverable based on the address provided by the participant will be re-sent. Keep copies of all submitted materials because all submissions become the property of Callaway Golf and will not be returned. The Completed Redemption Request has no cash value.

- Gift Processing and Inquiries: Allow 10-12 weeks for Gift claim processing.** If you have not received your Gift within 12 weeks after January 30, 2010, you have three options to make an inquiry:

- By mail:
Gift Inquiry - Callaway upro Gift with Purchase
PO Box 6104, Douglas, AZ 85655-6104
- By phone: 1-866-538-1193 (Monday – Friday 10am – 3pm)
- By email: callawaygolf@pfcfulfills.com

Gifts are processed by a third party fulfillment company.

- Changes to Rules and Substitute and Returned Products:** These Official Rules, Promotion terms and conditions and Gifts are subject to change upon written notice by Sponsor. If any Gift specified herein becomes unavailable for any reason, Callaway Golf reserves the right to substitute a Gift of equal or greater value at its own discretion. **Purchases of Qualified Product returned for cash or credit refund are not eligible for this Promotion and, in the event of such return, Sponsor reserves the right to seek reclamation of any Gift provided.**

- Publicity, Data Collection and Privacy:** To the fullest extent allowed by law, by participating in this Promotion, all participants –punts consent to Sponsor’s collection, use and disclosure of personal information to any third party for the purposes of administering the Promotion and, unless otherwise specified, for consumer research and marketing purposes. To the extent permitted by law, each participant agrees to Sponsor’s use of his/her personal information, as described in Sponsor’s Privacy Policy located at: www.callawaygolf.com/eng/privacy-policy.html and its Local Statement located at www.callawaygolf.com/eng/privacy-policy/legal-statement. Participation in this Promotion constitutes consent to be added to Sponsor’s and related companies’ direct mail and internet marketing databases. By participating in any manner, participants agree to be bound by the Official Rules of the Promotion.

- Excluded Parties:** Employees of Callaway Golf Sales Company and its subsidiaries, affiliates, parent company, retail locations, suppliers, distributors, advertising, promotion or any other agencies or entities involved with this Promotion (collectively, “Promotion Parties”) and members of their families (parents, siblings, children, and their respective spouses) and/or those residing in the same household (whether related or not) of each of the above are not eligible to participate in this Promotion.

- Release:** To the fullest extent allowed by law, by participating in the Promotion and/or by accepting any Gift, each participant releases the Promotion Parties (as defined above) and any other agencies or entities involved with this Promotion from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by such participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use or misuse of any Gift or Qualified Product including, without limitation, liability for personal injury, damage or loss. Except pursuant to any express written warranties that may come with a specific product, Participant acknowledges that none of the Promotion Parties have or are in any manner responsible or liable for any representation, guarantee or warranty, expressed or implied, in fact or in law, relative to any Gift awarded herein, including, but not limited to, their quality, availability, mechanical condition or fitness for a particular purpose.

- Unintentional Errors and Tampering:** Sponsor assumes no responsibility for computer system, hardware, software, or program malfunctions or other errors, failures, delayed computer transmissions or faulty network connections, whether human or technical in nature. Sponsor or Gift recipient is not liable for incorrect, illegible, incomplete, distorted, missing, or tampered information. In the event of any such suspected or actual violation of tampering with any portion of the Promotion, or of technical difficulties/complaints in any portion of the Promotion or the integrity of the Promotion, Sponsor reserves the right to suspend, modify or terminate the Promotion. Attempting to claim a Gift by using fraudulent submission(s) could result in federal prosecution under mail fraud statutes (Title 18, USC Sections 1341 & 1342). Sponsor reserves the right to substitute Claim Forms and request additional identification and/or documentation. **Caution: any attempt by an entrant or any other individual to deliberately damage any website, tamper with the entry process, or otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, Callaway Golf reserves the right to cooperate in the prosecution of any such individual(s) and to pursue all remedies to the fullest extent permitted by law.**

- Enforcement Procedures:** Failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision. Claims not complying with all rules are subject to disqualification. All hearings contained in these Official Rules are inserted for convenience or reference only and are not to be used in construing the Official Rules. Should any provision of these Official Rules be held to be invalid or unenforceable, then that provision shall be deemed severable from these Official Rules and such severance shall not affect the validity or enforceability of the remaining provisions.

- Taxes:** Taxes and duties (where applicable) are the sole responsibility of the Promotion participants. All expenses not specified herein, including, but not limited to local, state, or federal taxes, are the sole responsibility of the Promotion participant. Participation in this Promotion constitutes each participant’s agreement to pay all applicable taxes and comply with all laws.

- Governing Law:** This Promotion is governed by the laws of the State of California for the resolution of all claims and disputes.

- Arbitration of Disputes:** Any controversy or claim arising out of or relating to this promotion shall be settled by binding arbitration in San Diego, California, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (JAMS Rules and Procedures) and in the event of any dispute or claim that may be entered in or may be entered in any court having jurisdiction thereto. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery as provided under the California Code of Civil Procedure, Sections 1282.05 et seq., which discovery shall be completed within 60 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.

- Conflicts:** To the extent of a conflict between the terms of these Official Rules and the terms contained on any marketing or promotional materials, entry forms or abbreviated rules, these Official Rules shall apply and control.