TravisMathew Rewards Terms & Conditions

THE EFFECTIVE DATE OF THESE TERMS AND CONDITIONS IS: MARCH 1, 2021

The TravisMathew rewards program in the U.S. ("**Program**") is brought to you by travisMathew LLC ("**TravisMathew**" and/or "**we**" or "**us**"). The Program is governed by these TravisMathew Rewards Program Terms & Conditions ("**Program Terms**"). By participating in the Program, you agree to these Program Terms.

ARBITRATION OF CLAIMS:

PLEASE READ THESE PROGRAM TERMS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND REQUIRE BINDING ARBITRATION OF CLAIMS ASSOCIATED WITH THE PROGRAM, WAIVING CLASS ACTION CLAIMS ASSOCIATED WITH THE PROGRAM, AND WAIVING THE RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT ANY AND ALL CLAIMS OR DISPUTES THAT ARISE OUT OF OR RELATE TO YOUR PARTICIPATION IN THE PROGRAM MUST BE RESOLVED THROUGH MANDATORY, BINDING ARBITRATION, RATHER THAN LITIGATION IN COURT. THAT MEANS THAT AN ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY CLAIM ASSOCIATED WITH THE PROGRAM. SEE SECTION 13 BELOW FOR MORE DETAILS.

The Program is void where prohibited by law.

1. OVERVIEW

The Program is a customer-reward program that is available to eligible TravisMathew customers (see Section 2 below for full eligibility details). You can create a Program membership account ("**Program Account**"):

- 1. at any TravisMathew retail store in the United States (ask a store representative to help you begin the process),
- 2. by visiting travismathew.com ("**Site**") and completing the Program Account registration form, or
- 3. by any other methods as TravisMathew may offer from time to time.

Eligible customers who sign up for a Program Account ("**Members**") will be able to earn points ("**TM Points**") with each Earning Activity (as defined below). When you have earned the requisite amount of TM Points, those TM Points can be used to make Authorized Purchases (as defined below).

The Program terms include Exhibit A, which define the specific benefits available to members, eligibility for each membership tier within the Program, how TM Points are calculated, minimum TM Points required for redemption, and the value of TM Points. We may change these elements of the Program at any time.

2. ELIGIBILITY & REGISTRATION

The Program is open only to legal residents of any one (1) of the fifty (50) United States or the District of Columbia who are the age of majority in their jurisdiction of residence. You must provide us with all required information to register for a Program Account. A valid email address is required to set up a Program Account. Additional information, such as phone number, gender, and birth day and month only, may be required to receive some of the Program's benefits. There is no cost to enroll and no purchase is necessary to enroll. When you enroll in the Program and create a Program Account, you are agreeing to receive e-mail messages related to the Program from TravisMathew. Members who have opted-out of receiving marketing emails from TravisMathew will still be able to participate in the Program and receive messages about their Program Account (e.g., Points balance, usage, and news about changes to these Program Terms). There is a limit of one (1) Program Account per individual/email address/phone number. You agree that you will not participate in the Program under more than one (1) Program Account. Corporations, groups, and associations are not eligible to register for a Program Account.

You agree you will not sell, transfer or assign your Program Account, any rewards or any membership rights. TM Points are not your personal property, are not descendible, and may not be inherited, bartered, purchased, or sold. For online users, you are responsible for maintaining the confidentiality of any login credentials and for restricting access to your computer (or other device, as applicable) so that others may not access your Program Account.

3. EARNING TM POINTS THROUGH EARNING ACTIVITIES; REDEEMING OF TM POINTS

TM Points are earned when Members engage in one the following: (a) making qualifying purchases from a TravisMathew retail store in the United States, on the internet at TravisMathew.com (each an "**Earning Purchase**"); or (b) participating in other specific Member opportunities offered by TravisMathews from time-to-time ("**Additional Earning Activities**"). Together, these are defined as "**Earning Activities**." The details of an Additional Earning Activity, including a description of the conduct required, the number of TM Points available and any additional terms will be as communicated to the eligible Member(s) by email or in another communication from TravisMathew.

Earning Activities only count toward the earning of TM Points once you have a valid Program Account. In order to earn TM Points for an Earning Purchase at a TravisMathew retail store, you must present your email address to a TravisMathew representative when prompted. In order to earn TM Points for an Earning Purchase on TravisMathew.com, you must be signed into your Program Account upon checkout. Members do not earn TM Points on purchases of a gift card, but do earn TM Points upon redemption of a gift card. TM Points are not accrued for previous purchases, existing special orders, charity items, gifts-with-purchase, giveaways, coupons, credit card payments, layaway items, processing charges, delivery surcharges, shipping and handling, taxes, or state and any other applicable governmental fees, and are calculated after deduction of any discounts. TravisMathew will not retroactively apply TM Points for purchases made without presenting the required information at time of purchase. TM Points are also not earned on: unauthorized or fraudulent charges or purchases made by, or for, a business/group or for a business purpose. Redemption of TM Points or use of store credit or merchandise credit does not earn TM Points.

For in-store Earning Purchases, TM Points will appear in your Program Account within approximately forty-eight (48) hours of your completion of your Earning Purchase. TM Points for Earning Purchases at TravisMathew.com qualify for TM Points once all items have shipped, which

means that items in the same transaction that are shipped separately will all qualify for TM Points after the final item(s) have shipped. The timing of TM Point qualification for Additional Earning Activities may vary, but will appear in your Program Account within approximately thirty (30) days of your completion of an Additional Earning Activity. You may view your Program Account summary by logging in at TravisMathew.com and navigating to the Program Account area.

In the event that TM Points are redeemed, but later found to have not been available to you for redemption (e.g., due a return), then in addition to any other actions we may take, future TM Points earnings will be applied to the deficit until such time as sufficient new TM Points are earned to cover the erroneous redemption of TM Points. TM Points will not be available for redemption until you again have achieved the minimum redemption balance. TM Points you earn may not be combined with TM Points earned by anyone else for any purpose. TM Points earned have no cash value, and cannot be purchased, sold, bartered or redeemed for cash, unless required by applicable law. If TM Points earned are determined to be unauthorized or fraudulent, you will not be eligible to redeem those TM Points.

See Exhibit A for current information regarding benefits, how TM Points are calculated, how many TM Points must be accrued to redeem TM Points, and the value of TM Points.

4. POINT EXPIRATION; REWARD EXPIRATION; RETURNS & EXCHANGES; ERRORS

IF YOU DO NOT TAKE ACTION TO EARN POINTS THROUGH AN EARNING ACTIVITY FOR TWELVE (12) MONTHS, ANY UNUSED TM POINTS IN YOUR PROGRAM ACCOUNT WILL EXPIRE. MEMBERS WILL RECEIVE A REMINDER EMAIL APPROXIMATELY THIRTY (30) DAYS BEFORE TM POINTS EXPIRE.

If you return a purchase for which you earned TM Points in accordance with TravisMathew's then current return policy, the TM Points associated with your Program Account will be reduced by the number of TM Points equivalent to the amount of the refund you receive. In the event of an even exchange, any TM Points earned in association with the original purchase will remain. In the event of an exchange of an item of lesser value, the difference in value from your original purchase will be deducted from your Program Account. In the event of an exchange for an item of greater value, any additional expenditure will accrue TM Points in accordance with these terms. Any new promotional offers in effect at the time of an exchange will not apply, nor modify your Program Account balance.

Our transactional records will be considered conclusive if there is a dispute about the number of TM Points or the number or value of any TM Points earned, redeemed or deducted. You should retain your copy of the receipt(s) and any other document which evidences your TM Point balance. Call us at 1-877-969-1952 thirty (30) days from relevant transaction date if you have any questions or concerns about your TM Points.

We accept no liability for any errors in the number of TM Points disclosed to you.

5. TM POINT REDEMPTION

TM Points may be applied to purchases of TravisMathew merchandise at a TravisMathew retail store in the United States or at TravisMathew.com, as long as your membership remains active, and the points have not expired (each an "Authorized Purchase"). TM Points cannot be applied to any exclusions identified in Exhibit A. TM points will be redeemed in United States dollars. Likewise, the member using TM Points is responsible for all charges in excess of the value of the TM points. TravisMathew store representatives have the right to deny any transaction or reject your use of TM

Points in the event of any attempted or actual sale or transfer of any of your TM Points or your Program Account or misrepresentation or other fraudulent behavior by you.

The TM Points will be in addition to other promotional credits or discounts offered at the time of purchase ("**Other Rewards**"), unless otherwise stated in the Other Rewards. The TM Points will be applied after all Other Rewards are applied to the Authorized Purchase. Associates of TravisMathew cannot redeem TM Points in combination with an employee discount.

In order to redeem TM Points, you must have accrued at least the minimum TM Point balance and redeem them in the minimum amounts and quantities set forth in Exhibit A. See Exhibit A for instructions on how to redeem your TM Points.

TravisMathew reserves the right to require the person redeeming TM Points to validate that they are the person associated with the TM Points. TravisMathew store representatives have the right to deny any transaction or reject your use of any TM Points in the event of any attempted or actual sale or transfer of any of your TM Points or your Program Account or misrepresentation or other fraudulent behavior by you. You are solely responsible for all federal, state and local taxes and any other costs or expenses of accepting and using TM Points or Other Rewards.

6. TM POINTS AND PROGRAM ACCOUNTS ARE NON-TRANSFERABLE AND NOT REDEEMABLE FOR CASH

Except where required by applicable law, TM Points do not have any monetary or cash value and they may not be redeemed for cash or, except under the Program, do not have any cash equivalent. Program Accounts are non-transferable. Rewards can be used only by the Program Account holder for Authorized Purchases made in-person or online by that Program Account holder.

7. LOSS OF TM POINTS; TERMINATION OF YOUR PROGRAM ACCOUNT

In addition to termination of the Program pursuant to Section 12, below, TravisMathew may also revoke your ability to participate in the Program for any of the following reasons, in TravisMathew's sole and absolute discretion: (i) your use of any "bot," macro, script, or other automated, robotic, mechanical, or programmed means to participate in the Program or earn TM Points; (ii) your failure to comply with these Program Terms and any other terms and conditions applicable to the Program; (iii) the attempted or actual sale or transfer of any of your TM Points or your Program Account; (iv) any misrepresentation or other fraudulent behavior by you; (v) repeated attempts to enter void codes; (vi) creation of multiple or fake Program Accounts; or (vii) any other conduct deemed by TravisMathew, in its sole discretion, to be: an abuse of the Program, detrimental to the interests of TravisMathew or its customers, fraudulent, illegal, or otherwise improper.

If your ability to participate in the Program is revoked, any unused TM Points will automatically expire and your future participation in the Program may be prohibited, in the sole and absolute discretion of TravisMathew.

TravisMathew is not responsible for TM Points that expire or are redeemed due to fraudulent activity. Suspected illegal, fraudulent, or other unauthorized use or misuse of TM Points, or any other activity inconsistent with these Program Terms may, in the sole and absolute discretion of TravisMathew,

result in termination of your participation in the Program. Such termination will result in the loss of all accumulated TM Points earned but not yet redeemed.

You agree that TravisMathew's decisions relating to the Program are final.

8. PROGRAM ACCOUNT CLOSURE

You may elect to close your Program Account at any time by calling TravisMathew at <u>1-877-969-1952</u>. Upon any closure or termination of your Program Account, any TM Points associated with your Program Account will automatically expire and be forfeited. If you later elect to re-enroll in the Program, you will not have access to any TM Points associated with your terminated Program Account and your beginning balance of TM Points will be zero (with the exception of any welcome rewards added to your new account).

9. UPDATING YOUR PROGRAM ACCOUNT

You may access and update your Program Account information, including your email address at a TravisMathew retail store, by emailing our Customer Service Team at <u>onlinesupport@travismathew.com</u>, or by calling us at <u>1-877-969-1952</u>. It is your responsibility to keep your member information current, complete and accurate. You are solely responsible for any and all activities that occur under your Program Account.

10. MEMBER COMMUNICATION

You may view your membership activity via monthly Program Account status email communications, by logging-in to the Site and viewing your rewards profile, or by calling our Customer Service Team at <u>1-877-969-1952</u>. A current, valid email address is required for a member to receive certain notices in the Program, including without limitation information about certain Additional Earnings Activities.

11. LIABILITY; INDEMNIFICATION

THIS PROGRAM IS MADE AVAILABLE TO YOU, ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRAVISMATHEW LLC, AND ITS AFFILIATES, PARENTS AND SUBSIDIARIES (COLLECTIVELY, THE "TRAVISMATHEW BUSINESSES") MAKE NO REPRESENTATION ABOUT THE SUITABILITY OF THE PROGRAM FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TRAVISMATHEW BUSINESSES SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE PROGRAM, FOR YOUR ACTION OR INACTION IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM OR FOR ANY DAMAGE YOU MAY INCUR IN CONNECTION WITH THE PROGRAM. YOUR PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER THE TRAVISMATHEW BUSINESSES OR THEIR AGENTS OR THIRD PARTY PROVIDERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROGRAM. THE DELAY OR INABILITY TO PARTICIPATE IN THE PROGRAM OR OTHERWISE ARISING IN CONNECTION WITH THE PROGRAM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT TRAVISMATHEW BUSINESSES ARE NOT LIABLE FOR THE CONDUCT OF OTHER PROGRAM MEMBERS. THE LIMITATION ON DAMAGES IN THIS SECTION IS NOT INTENDED TO LIMIT THE TRAVISMATHEW BUSINESSES' OBLIGATION (IF ANY) TO PAY PREVAILING PARTY COSTS OR FEES, IF RECOVERABLE PURSUANT TO APPLICABLE LAW. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE THE TRAVISMATHEW BUSINESSES' LIABILITY FOR PERSONAL INJURY OR TANGIBLE PROPERTY DAMAGE CAUSED BY THE TRAVISMATHEW BUSINESSES, OR FOR THE TRAVISMATHEW BUSINESSES' GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL, WILLFUL, MALICIOUS, OR **RECKLESS MISCONDUCT.**

EACH MEMBER UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"GENERAL RELEASE; EXTENT. 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."

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AGREE TO DEFEND, INDEMNIFY AND HOLD THE TRAVISMATHEW BUSINESSES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM.

12. MODIFICATION OF THESE PROGRAM TERMS & TERMINATION OF THE PROGRAM

We reserve the right to modify, restrict, suspend, or otherwise change any aspect of the Program, and/or these Program Terms from time-to-time, including without limitation, the eligibility conditions for participation in the Program, the manner in which Members participate, the manner and rates at which TM Points are earned and redeemed, redemption mechanisms, or what constitutes an Earning Activity, with reasonable notice to Members. We will notify you of changes to these Program Terms by posting them to the Site, notifying you by email to the email address then associated with your Program Account, and/or using any other contact information we may have for you. The updated Program Terms will be effective as of the time of posting, or upon such later date or by such other method as specified by TravisMathew. The updated Program Terms will apply to your participation in the Program beginning as of their effective date or upon the occurrence of such other action specified by TravisMathew at the time. Should you not agree to such an amendment, you may cancel your participation in the Program as set out in Section 8. EXCEPT WHERE EXIGENCIES REQUIRE A SHORTER TIMEFRAME, WE RESERVE THE RIGHT TO TERMINATE THE PROGRAM COMPLETELY BY PROVIDING YOU WITH FORTY-FIVE (45) DAYS' WRITTEN NOTICE OF AND INSTRUCTIONS REGARDING THE IMPENDING TERMINATION.

13. APPLICABLE LAW AND DISPUTES

These Program Terms, your rights and obligations, TravisMathew's rights and obligations, and all actions contemplated by these Program Terms, will be governed by the laws of the United States of America and the State of California, without regard to principles of conflicts of law and as if these Program Terms were a contract wholly entered into and wholly performed within the State of California.

Any dispute relating in any way to your participation in or use of the Program or the products you purchase through the Program shall be submitted to confidential arbitration in Orange County, California, United States of America, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in Orange County, California, United States of America, and you consent to exclusive jurisdiction and venue in such courts.

Arbitration under these Program Terms shall be conducted under the JAMS Streamlined Arbitration Rules and Procedures in effect at the time the demand for arbitration is filed. The parties specifically incorporate the terms of California Code of Civil Procedure section 1283.05 with respect to discovery. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Program Terms shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

14. PRIVACY

Information collected about you in connection with your Program Account and the Program is subject to the TravisMathew Privacy Policy, which may be updated from time-to-time. TravisMathew's Privacy Policy can be obtained at: <u>https://www.travismathew.com/privacy-policy</u> or by sending us an email at <u>onlinesupport@travismathew.com</u> and writing "Privacy Policy" in the subject line, or by writing to us at: TravisMathew Privacy Policy, c/o Callaway Golf, 2180 Rutherford Road, Carlsbad, CA 92008.

15. GENERAL INFORMATION

If any part of these Program Terms is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Program Terms will govern such participation. Our performance under these Program Terms will be excused to the extent that such performance is hindered, delayed or made commercially impractical by causes beyond our reasonable control.

TravisMathew's performance of these Program Terms is subject to applicable existing and future laws and legal process, and nothing contained in these Program Terms is in derogation of TravisMathew's right to comply with law enforcement requests or requirements relating to your participation in the Program or information provided to or gathered by TravisMathew with respect to such participation.

These Program Terms constitute the entire agreement between you and TravisMathew with respect to the Program. These Program Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and TravisMathew with respect to this Program. No modification of these Program Terms will be effective unless it is authored by TravisMathew or its affiliates, or unless it is physically signed by a TravisMathew officer. Any alleged

waiver of any breach of these Program Terms will not be deemed to be a waiver of any future breach. A printed version of these Program Terms and/or of any notice given by TravisMathew in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Program Terms or your participation in the Program to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by TravisMathew in printed form.

16. CONTACT US

If you have any questions about your Program Account or the Program, please contact us at the store where you joined the Program, call us at <u>1-877-969-1952</u> or visit the FAQ page on the Site <u>https://support.travismathew.com/hc/en-us</u>.

Exhibit A

Program Details

This Program offers three (3) different membership tiers: Plus, Preferred and Executive. Members who meet the spend threshold for Preferred or Executive membership as described below will immediately qualify for the corresponding membership tier. Within each tier, there are additional opportunities to earn TM Points, as well as special offers and other membership perks.

TM POINTS

Earning: You earn 5 TM Points for every US\$1.00 US in Earning Purchases.

TM Points are calculated based on the purchase price of the item(s) at the time of purchase, after discounts and coupons and before taxes and fees are applied. If partial TM Points are earned, TM Points will be rounded up to the nearest TM Point.

Redemption: 100 TM Points = US\$1.00 redemption value (subject to the Minimum TM Point Redemption requirements below).

Once you accumulate at least 500 TM Points, you can redeem TM Points toward the purchase of merchandise at TravisMathew.com or a TravisMathew Company Store at checkout. You cannot redeem TM Points toward the purchase of a previous purchases, gift cards, or e-gift cards, or to credit card payments, special orders, charity items, or layaway items, should we offer such items or services.

You can elect to redeem fewer TM Points than the maximum available, but you must use at least 500 TM Points ("**Minimum TM Point Redemption**"). You can use TM Points to pay for your total order, including taxes, subject to the exclusions listed above. TM Points may be combined with other offers or coupons, unless otherwise stated, provided that all of the other requirements detailed above apply.

TO REDEEM YOUR TM POINTS:

In-Store: You must provide the email address associated with your account to the store representative to confirm availability of TM Points and to apply available TM Points to your purchase. You may select the number of TM Points to apply, within the parameters set forth above.

Online: After you are logged into your Program Account, enter the number of TM Points you would like to redeem where indicated during the checkout process, which number must meet the parameters set forth above, and follow the on screen prompt to apply the TM Points to your purchase (e.g., by clicking "Redeem" or similar functionality). We may choose to pre-populate the maximum number of TM Points available for redemption, and if we do so, you may reduce the TM Points to be redeemed within the requirements set forth above.

PROGRAM TIERS

- **Plus:** If you make between \$0 and \$499 in Earning Purchases using your Program Account within a calendar year, you qualify for Plus membership.
- **Preferred:** To qualify for Preferred, you must make between \$500 and \$999 in Earning Purchases using your Program Account within a calendar year. If you do not make at least \$500 in Earning Purchases in the calendar year following the year that you obtained Preferred membership status, the beginning of the next calendar year you will be downgraded to Plus membership.
- **Executive:** To qualify for Executive, you must make at least \$1,000 in Earning Purchases using your Program Account within a calendar year. If you do not make at least \$1,000 in Earning Purchases in the calendar year following the year that you obtained Executive membership status, the beginning of the next calendar year you will be downgraded to Preferred or Plus membership depending on the amount purchased.

BENEFITS

In addition to exclusive promotional offers that TravisMathew may offer from time to time as determined in TravisMathew's sole discretion, membership in the Program has the following benefits, some of which are dependent on tier status:

- Free shipping to home within the 50 U.S. or DC: The type of shipping to home benefit depends on the membership tier. Plus and Preferred Members are eligible for free ground shipping, while Executive Members are eligible for free two-day shipping.
- *Free returns by mail:* Eligible returns, per our then-current return policy, will not be charged return shipping fees.
- **Birthday reward:** Members must supply TravisMathew with the month and day of their birthday in their Program Account in order to receive the birthday benefit. The type and value of birthday benefit are within TravisMathew's sole discretion. Accounts opened on the month of your birthday or the month preceding your birthday will begin receiving the birthday benefit the following calendar year. Member will receive an email at the beginning of their birthday month with their offer.
- **Double TM Points Day:** Preferred and Executive Members will have the opportunity to earn double TM Points for Qualifying Purchases on a designated "Double Points Day." Preferred Members are eligible for one (1) Double Points Day per calendar year in which they are a Preferred Member and Executive Members are eligible for two (2) Double Points Days per calendar year in which they are an Executive Member. The specific day(s) on which this benefit is available is at the sole discretion of TravisMathew.

- *Free gifts:* Preferred and Executive Members will receive an annual free gift from TravisMathew each year corresponding to the tier they have achieved in the previous calendar year. The choice of gift is at the sole discretion of TravisMathew.
- *Free alterations:* Executive Members are eligible for free alterations on Earning Purchases. In-store only
- **Exclusive access to sales and promotions:** Members receive opportunities to hear about advance sale notifications, early shopping experiences and more.