

TERMS & CONDITIONS

1. INTRODUCTION

Welcome to <http://www.travismathew.com> (the “Website”). The Website is owned and operated by TravisMathew, LLC, and its subsidiaries and affiliates (collectively referred to herein as “TravisMathew,” “we,” “us” and “our”).

By using the Website, you agree to be bound by all the terms and conditions contained in this Terms of Use Agreement (the “Agreement”) and any and all rules, guidelines and directions found throughout the Website. Please read this Agreement carefully. This Agreement applies to all users of the Website, including users who are viewers of material on the Website and users who register for the Website as set forth below in Section 6.

By using the Website you also represent that you are at least 13 years old. TravisMathew does not knowingly collect personally identifiable information from users under the age of 13. Such users are expressly prohibited from submitting their personally identifiable information to us and any information submitted by such users will not knowingly be used, posted, or retained by us. **YOU MAY NOT USE OR REGISTER FOR THE WEBSITE IF YOU ARE UNDER THE AGE OF 13.**

In addition, when you use any current or future version of the Website, you also will be subject to the terms and conditions of this Agreement. Please print a copy of this Agreement for your records. We may, from time to time, modify the terms of this Agreement. When we make changes, we will post those in a new Terms of Use Agreement. Your use of the Website following any such modification constitutes your agreement to the terms of the modified Agreement. You should visit this page periodically to learn of any changes to this Agreement.

2. PRIVACY

Please review our Privacy Policy, which also governs your visit to the Website, to understand our privacy practices. The terms and conditions of our Privacy Policy are incorporated herein and made a part of this Agreement.

3. CONSIDERATION

You acknowledge that this Agreement is supported by reasonable and valuable consideration, the receipt and adequacy of which is hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Website and receipt of data, materials and information available at or through the Website.

4. RESTRICTIONS ON USE OF MATERIALS

Trademarks. TravisMathew and other trademarks, service marks, trade names, and trade dress indicated on our Website are trademarks or registered trademarks of TravisMathew and its affiliates. All rights in such names are hereby reserved. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited, and nothing stated or implied

on the Website confers on you any license or right under any patent or trademark owned or controlled by TravisMathew or any third party.

Copyright. All information, text, images, photographs, graphics, videos, music, user interface and other content and materials contained on the Website are the copyrighted property of TravisMathew or its third-party licensors to the full extent provided under the United States Copyright Act and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents of the Website for any purposes. Nothing stated or implied on the Website confers on you any license or right under any copyright of TravisMathew or any third party.

The Website and the information contained in reference herein are for your personal, non-commercial use only. Except as otherwise specifically permitted herein, you shall not broadcast, duplicate, copy, reproduce, edit, manipulate, modify, publish, rent, sell, publicly display, perform, distribute, transmit, or circulate to anyone the contents of the Website, or use the contents of the Website in litigation, or for any commercial or promotional purposes, without the express written consent of TravisMathew or its lawful successors and assigns.

For usage permission, please contact us via e-mail at info@travismathew.com

5. NOTICE OF COPYRIGHT INFRINGEMENT

We respect and honor the intellectual property of others. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please provide our copyright agent with the following information:

- (1) Identification of the copyrighted work claimed to have been infringed;
- (2) Identification of the allegedly infringing material on the Website that is requested to be removed;
- (3) Your name, address, and daytime telephone number, and an e-mail address if available, so that we may contact you if necessary;
- (4) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
- (5) A statement that the information in the notification is accurate and, under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed;
- (6) An electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Our copyright agent for notice of claims of copyright infringement on the Website is TravisMathew's General Counsel, who can be reached as follows:

GENERAL COUNSEL

6. REGISTRATION

You do not have to register to view the Website. You can visit the Website, read articles and other materials, browse merchandise, post comments and product reviews, and check on offerings without registering for a user account. You can also contact us about a particular video, picture, audio file or other posting without having an account. However, you must register for an account in order to access the full features of the Website, including but not limited to the ability to purchase products through the Website. To register, you must create a user account, which requires you to provide your e-mail address and select a password. When creating a user account, you must provide accurate, complete and updated registration information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify TravisMathew immediately of any breach of security or unauthorized use of your account. TravisMathew will not be liable for any losses caused by any unauthorized use of your account. TravisMathew reserves the right to refuse registration or terminate a user account at any time in its sole discretion. You may also terminate or discontinue your own account at any time.

7. COMMENTS AND UNSOLICITED SUBMISSIONS

We welcome your comments and feedback about the Website and our products. In addition, in some places the Website enables users to post comments and product reviews which may be viewed by other users. Any comments, reviews, testimonials, feedback, notes, messages, ideas, suggestions or other communications (collectively, “Comments”) posted to the Website or sent to us, whether through the Website, e-mail, facsimile, U.S. mail or by other means, shall be and remain the exclusive property of TravisMathew. Your submission of any such Comments shall constitute an irrevocable assignment to TravisMathew of any and all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. As such, TravisMathew (and its licensees, distributors, agents, representatives and other authorized users) will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Comments which you do not intend to assign to us, including any confidential materials such as product ideas, concepts, data, technical information, suggestions, photographs, artwork, stories, videos, audiovisual works, sound recordings, program formats, characterizations and/or other similar materials (“Unsolicited Submissions”).

If, despite our request, you intentionally or unintentionally send us Unsolicited Submissions, we (and our licensees, distributors, agents, representatives and other authorized users) shall be entitled to unrestricted use of such Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, without the requirement of any permission from or payment to you or to any other person or entity. If there exists any doubt or ambiguity about whether any material constitutes an Unsolicited Submission, such material shall be conclusively deemed to be an Unsolicited Submission. No Unsolicited Submission shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Unsolicited Submission. Without limiting the foregoing, you hereby grant TravisMathew (and its licensees, distributors, agents, representatives and other authorized users), without the requirement of any permission from or payment to you or to any other person or entity, a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, print, publish, display, exhibit, distribute, re-distribute, copy, host, store, cache, archive, index, categorize, comment on, broadcast, stream, edit, alter, modify,

adapt, translate, create derivative works based upon and publicly perform such Unsolicited Submissions, in whole or in part, in all media formats and channels now known or hereafter devised for any and all purposes including, without limitation, news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you and with or without attribution (the "Submissions License"). You agree to the foregoing grant of rights, consents, agreements and assignments whether or not your Unsolicited Submissions are used by us.

You hereby appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm the grant of rights, consents, agreements, assignments and waivers set forth in this Agreement.

You agree that any Unsolicited Submissions you make are not being made in confidence or trust and that no confidential or fiduciary relationship is intended or created between you and us in any way. To the extent any "moral rights," "ancillary rights," or similar rights in or to the Unsolicited Submissions exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or our licensees, distributors, agents, representatives and other authorized users, and you shall procure the same agreement not to enforce from any others who may possess such rights.

The terms of the Submissions License shall govern our right to use all Unsolicited Submissions. Without limiting the scope of the Submissions License or any future grant of rights, consents, agreements, assignments and waivers you may make with respect to Unsolicited Submissions, you hereby ratify any prior grant of rights, consents, agreements, assignments and waivers made by you with respect to Unsolicited Submissions submitted by you to us.

8. LICENSE AND WEBSITE ACCESS

TravisMathew grants you a limited, revocable and nonexclusive license to access and make personal use of the Website but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of TravisMathew. This license does not include any resale or commercial use of the Website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, spiders or similar data gathering and extraction tools

Neither the Website nor any portion of the Website may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of TravisMathew. You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of TravisMathew and its affiliates, licensors or licensees without express written consent of TravisMathew. You may not use meta tags or any other hidden text using TravisMathew's name or trademarks without the express written consent of TravisMathew. Any unauthorized use will immediately terminate the permission or license granted by TravisMathew.

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of TravisMathew so long as the link does not portray TravisMathew or its products or services in a false, misleading, derogatory, or otherwise offensive manner as determined by TravisMathew in its sole discretion. You may not use any TravisMathew logo or other proprietary graphic or trademark as part of the link without express written permission of TravisMathew. You may not make any other part of the Website, other than the home page of the Website, available as part of another service by “deep linking,” or otherwise, without prior written permission from TravisMathew.

9. THIRD-PARTY AND CO-BRANDED WEBSITES

The Website may contain hyperlinks (“links”) to websites operated by persons or entities other than TravisMathew (“third-party Websites”) or to co-branded websites operated by a third party, including TravisMathew’s affiliates and licensees (“co-branded Websites”). We provide such links for your reference and convenience only. A link from the Website to a third-party or co-branded Website does not mean or imply that TravisMathew endorses the content on that third-party or co-branded Website or the operator or operations of that third-party or co-branded Website. TravisMathew explicitly disclaims any responsibility for the accuracy, completeness or availability of information, content and materials found on any third-party or co-branded Website. TravisMathew does not endorse any of the merchandise, nor can we ensure that you will be satisfied with any products or services that you purchase from a third-party or co-branded Website. TravisMathew does not make any representations or warranties as to the security of any information, content or materials (including, without limitation, credit card and other personal information) you might be requested to give to any third-party. You hereby irrevocably waive any claim against TravisMathew with respect to information, content and materials contained on any third-party or co-branded Website, and any information, content and materials you provide to such third-party or co-branded Website (including, without limitation, credit card and other personal information). You are solely responsible for determining the extent to which you use any content at any third-party or co-branded Website to which you might link from our Website. We therefore strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any Online or offline transaction with any of these third-parties.

TRAVISMATHEW IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES INCURRED AS A RESULT OF ANY DEALINGS WITH ANY THIRD-PARTY OR CO-BRANDED WEBSITE, ANY MERCHANT OR OPERATOR OF A THIRD-PARTY OR CO-BRANDED WEBSITE, OR ANY OTHER PERSON WITH WHOM YOU ENGAGE IN ANY TRANSACTION.

10. YOUR RESPONSIBILITIES

You agree to comply with all applicable laws in connection with your use of the Website, and such further limitations as may be set forth in any written or on-screen notice from TravisMathew. As a condition of your use of the Website, you warrant that you will not use the Website for any purpose that is unlawful or prohibited by this Agreement. All information that

you provide in connection with any interaction with the Website or any co-branded Website must be accurate, complete, and current.

By using the Website, you agree not to violate or attempt to violate the security of the Website, including, by way of illustration but not limitation, actions such as accessing data not intended for you or logging into a server or account that you are not authorized to access; attempting to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any user, host, or network, including, without limitation, by way of submitting a virus to or overloading, "flooding," "spamming," "mailbombing," or "crashing" the Website; sending unsolicited e-mail, including promotions and/or advertising of products or services; and forging any TCP/IP packet header or any part of the header information in any e-mail or posting.

11. TERMINATION OR RESTRICTION

TravisMathew may terminate or restrict your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately. You may also terminate your use of the Website at any time, provided that all of the provisions of this Agreement, including, without limitation, ownership provisions, warranty disclaimers and indemnity limitations, shall survive any such termination.

12. RISK OF LOSS

All products purchased from the Website are transported and delivered to you by an independent carrier not affiliated with, or controlled by, TravisMathew. Title to products purchased on the Website, as well as the risk of loss for such products, passes to you when TravisMathew delivers these items to the carrier.

13. PRODUCT INFORMATION

TravisMathew attempts to be accurate in describing its products and services on the Website. We do not warrant that product and service descriptions or other content of this or any other Website are complete, reliable, current, or error-free.

We have made every effort to display as accurately as possible the colors of our products that appear on the Website. However, as the actual colors you see depend on your computer monitor and other factors beyond our control, we cannot guarantee that your computer's display of any color on the Website will be accurate.

Many TravisMathew products displayed on the Website are available in our retail store(s) in the United States while supplies last. In some cases, merchandise displayed for sale at the Website may not be available in retail store(s). Unless otherwise stated, the prices displayed at the Website are quoted in U.S. Dollars.

14. DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

THE WEBSITE IS PROVIDED BY TRAVISMATHEW ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRAVISMATHEW MAKES NO REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, THIRD-PARTY CONTENT, MATERIALS, PRODUCTS, SERVICES OR LINKED SERVICES PROVIDED ON OR THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION, THAT THE INFORMATION PROVIDED THROUGH THE WEBSITE WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION, OR FROM TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED; OR THAT THE CONTENT ON THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY INFORMATION ON THE WEBSITE IS SUBJECT TO CHANGE WITHOUT NOTICE, AND WE DISCLAIM ALL RESPONSIBILITY FOR THESE CHANGES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, TRAVISMATHEW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL TRAVISMATHEW, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE, BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES OR ANY DAMAGES OF ANY TYPE OR NATURE ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE WEBSITE OR ANY LINKED SITES OR SERVICES; IN THE EVENT A THIRD PARTY INTERCEPTS OR DECRYPTS ANY TRANSMISSION OF INFORMATION THAT YOU PROVIDE TO TRAVISMATHEW THROUGH THE WEBSITE; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE,

TORT, STRICT LIABILITY, OR ANY OTHER THEORY, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY, AND YOU MAY HAVE ADDITIONAL RIGHTS.

15. APPLICABLE LAW AND DISPUTES

This Agreement, your rights and obligations, TravisMathew's rights and obligations, and all actions contemplated by this Agreement, 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 this Agreement were a contract wholly entered into and wholly performed within the State of California.

Any dispute relating in any way to your visit to the Website or to products you purchase through the Website 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 this Agreement 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 this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

16. INDEMNIFICATION

You hereby agree to indemnify, defend, and hold TravisMathew, its licensors, licensees, distributors, agents, representatives and other authorized users, and each of the foregoing entities' respective resellers, distributors, service providers and suppliers, and all of the foregoing entities' respective officers, directors, owners, employees, agents, representatives and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities and costs (including, without limitation, settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement. You shall use your best efforts to cooperate with TravisMathew in the defense of any claim. TravisMathew reserves the right, at its own expense, to employ separate counsel and

assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

17. MISCELLANEOUS LEGAL PROVISIONS

TravisMathew may discontinue this Website at any time and for any reason, without notice. TravisMathew may change the contents, operation, or any and all other features of this Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and TravisMathew as a result of this Agreement or your use of the Website. Nothing contained in this Agreement is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

TravisMathew's failure to enforce any provision of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

If any provision in this Agreement is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

This Agreement constitutes the entire and final agreement regarding the Website and its contents, and supersedes any prior or contemporaneous communications between you and TravisMathew regarding the Website and its contents.

All rights not expressly granted herein are hereby reserved to TravisMathew.

18. TRAVISMATHEW PHYSICAL WAREHOUSE SALE SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.

1. Who Can Enter: Any legal U.S. resident 18 years of age or older is eligible to participate in Travis Mathew's Physical Warehouse Sale sweepstakes "Sweepstakes". Employees, officers, principals, directors or agents of TravisMathew ("Sponsor") or its subsidiaries or affiliates, or advertising and promotion agencies (collectively, "Released Parties"), and members of their households (whether or not related) or immediate families (spouse, and parents children and siblings and their respective spouses, regardless of where they reside), are not eligible to participate.
2. How to Enter: Each entrant must register and complete the Online entry form at http://survey.qualtrics.com/jfe/form/SV_a00sewWtPfp9ftX. The Online entry form must be submitted between 12:01 AM Pacific Time ("PT") on March 21, 2019 ("Sweepstakes Open Time") and 11:59

PM PT on March 24, 2019 ("Sweepstakes Close Time"). By entering this Sweepstakes, entrants are agreeing to receive emails from TravisMathew. Entrants will be able to unsubscribe to these emails at any time. Any entry forms that are illegible, incomplete or late will be disqualified. Entrants may not submit more than one (1) entry into the Sweepstakes. Multiple entries and entries generated by script, macro or other automated means will be void. All entries become the property of the Sponsors. All entries become the sole property of Sponsors.

3. Prize: The Prize includes: (i) one (1) Online discount code for \$500 redeemable only at www.travismathew.com, (ii) one (1) Callaway Epic Flash Driver. The winner is solely responsible for the reporting and payment of any tax liabilities incurred as a result of or relating to the awarding or use of Prize. The Prizes is awarded "AS IS" without any warranty of any kind, express or implied. Prize cannot be redeemed for cash. No substitution, exchange or transfer of the Prize will be made or is permitted by winner. Sponsor reserves the right to substitute a prize (or portion thereof) for an alternative prize of comparable or greater value in Sponsor's sole and absolute discretion. All Prize details are at Sponsors' sole discretion. Discount code cannot be redeemed against products in the luggage and club covers categories on www.travismathew.com.
4. Prize Drawings: One (1) potential winner will be selected in a random drawing conducted by the Sponsor based on eligible entries properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time. The prize drawing for the Sweepstakes will be held at TravisMathew Headquarters in Huntington Beach on or about March 25, 2019.
5. Odds of Winning: Each entrant's odds of winning are dependent on the aggregate number of eligible entries properly submitted between the Sweepstakes Open Time and the Sweepstakes Close Time.
6. Winner Notification: The potential winner will be notified via e-mail within 48 hours after the drawing, which is currently anticipated to occur on March 25, 2019. The potential winner will be required to respond to the e-mail notification to acknowledge receipt of Sponsor's notification and awarding of the Prize. If no response is received by Sponsor from winner (via email or otherwise) within three (3) calendar days following the Prize notification email, the Prize will be awarded to a replacement winner to be determined by the Sponsor in the Sponsors' sole and absolute discretion. The potential winner will be required to prove eligibility to receive and claim the Prize. The Prize will be provided to the winner after the winner responds to the initial email notification and satisfies all eligibility requirements. All decisions of the Sponsor about the winner are final, binding and non-appealable. The Released Parties are not responsible for any incorrect or illegible address information or the non-delivery of the Prize resulting therefrom, or for any unsuccessful efforts to notify a winner or to receive a winner's response.

It is the sole responsibility of the entrant to notify Sponsor in writing if the entrant changes his/her contact information. (To do so, write to: TravisMathew Physical Warehouse Sale Giveaway c/o Marketing Department, 15202 Graham Street, Huntington Beach, CA 92649).

7. Limits of Liability: By entering the Sweepstakes, entrants release and hold Released Parties harmless from and against any and all damages and claims of any kind in connection with the Sweepstakes or resulting from entrance in the Sweepstakes, or receipt, acceptance, possession or use of the Prize. Sponsor reserves the right to substitute the Prize for an alternative prize of equal or greater value in Sponsor's sole and absolute discretion.

Released Parties assume no responsibility for any (i) lost, stolen, delayed, damaged, garbled, inaccurate or misdirected entries or emails, or for any failure of any other website during the Sweepstakes, or (ii) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure or delay of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or (iii) any combination thereof including, but not limited to, any injury or damage to an entrant's or any other person's computer or other equipment related to or resulting from entrant's participation in the Sweepstakes. Sponsor reserves the right, in their sole discretion, to cancel or suspend the Sweepstakes should a virus, bug or other corrupt the security or proper administration of the Sweepstakes. If terminated, Sponsors reserve the right, in their sole discretion, to award the Prize at random from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsors. Any attempt to

deliberately damage any website or to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including, without limitation, attorneys' fees) to the fullest extent permitted by law, including criminal prosecution. Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of California. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. Publicity Grant: Entry into the Sweepstakes shall be deemed to be entrant's consent and authorization for Sponsors and their respective designees to the use of entrant's name, address (city and state only) and any other information submitted by entrant for commercial, advertising and promotional purposes, in any and all media, now or hereafter devised in any manner, worldwide in perpetuity, without further compensation or notification to, or permission from, entrant, unless prohibited by law.
9. Winner Publicity: The Sponsor will publish the first name, last initial and location (city/state) of the winner in an Instagram story post. To obtain the winners' names, send a self-addressed, stamped envelope to: TravisMathew Attention: Marketing Department 15202 Graham Street Huntington Beach, CA 92649 with a written request by March 31, 2019.
10. Official Rules: For a copy of these Official Rules, send a self-addressed stamped envelope to: TravisMathew Attention: Marketing Department 15202 Graham Street Huntington Beach, CA 92649 with a written request by March 25, 2019.
11. General: This Sweepstakes is subject to all applicable federal and state laws and regulations. By entering the Sweepstakes participants agree to be bound by these Official Rules and by the decision of the Sponsor, which shall be final and binding on all matters relating to this Sweepstakes. This Sweepstakes shall be void where prohibited by law.
12. Privacy: Sponsor may use any of the entrant's personal information submitted in connection with this Sweepstakes per the terms of the privacy policy located at <http://www.travismathew.com/legal/>.
13. Sponsors: TravisMathew, 15202 Graham Street, Huntington Beach, CA 92649

19. BAZAAR VOICE TERMS AND CONDITIONS

CUSTOMER RATINGS AND REVIEWS AND QUESTIONS AND ANSWERS TERMS OF USE

These Terms of Use govern your conduct associated with the Customer Ratings and Reviews and/or Questions and Answers service offered by TravisMathew (the "CRR Service").

By submitting any content to TravisMathew, you guarantee that:

- You are the sole author and owner of the intellectual property rights in the content;
- All "moral rights" that you may have in such content have been voluntarily waived by you;
- All content that you post is accurate;
- You are at least 18 years old;
- Use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity.

You further agree that you may not submit any content:

- That is known by you to be false, inaccurate or misleading;
- That infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- That violates any law, statute, ordinance or regulation (including, but not limited to, those governing, consumer protection, unfair competition, anti-discrimination or false advertising);
- That is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation;
- For which you were compensated or granted any consideration by any unapproved third party;
- That includes any information that references other websites, addresses, email addresses, contact information or phone numbers;
- That contains any computer viruses, worms or other potentially damaging computer programs or files.

You agree to indemnify and hold TravisMathew (and its officers, directors, agents, subsidiaries, joint ventures, employees and third-party service providers, including but not limited to Bazaarvoice, Inc.), harmless from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including reasonable attorneys' fees, arising out of a breach of your representations and warranties set forth above, or your violation of any law or the rights of a third party.

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