

OFFICIAL SILVER CREEK VALLEY COUNTRY CLUB 25TH ANNIVERSARY SOCIAL MEDIA CONTEST AND GIVEAWAY RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. VOID WHERE PROHIBITED. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. PARTICIPATION IN THE SILVER CREEK VALLEY COUNTRY CLUB (“SCVCC”) 25TH ANNIVERSARY CONTEST (“CONTEST”) CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. Individuals who participate in the Contest or submit an entry are sometimes referred to herein as an “Entrant.

Eligibility: Entrants must be individuals, 18 years of age or older to enter the Contest. Entrants must also be legal residents of the United States. Employees of Silver Creek Valley Country Club, Troon Prive and its affiliates, and their immediate family members, (“Contest Entities”) are not eligible. Members of Silver Creek Valley Country Club and all other Troon Prive clubs and its affiliates, and their immediate family members, (“Contest Entities”) are not eligible. Entrants residing in those areas where the contest is void may participate in the contest but may not win any prizes.

Contest Period: The Contest runs from 12:00 a.m. PT on Saturday, September 1 through 11:59 p.m. PT on Sunday, September 30.

How to Enter: No purchase necessary to win. Only one (1) entry is required to enter the contest. Any attempt by an Entrant to obtain more than the allowable entries by using multiple/different Twitter handles, identities or any other methods will void all of such Entrant’s entries. SCVCC reserves the right to verify eligibility of all Entrants. Incomplete entries, abusive, defamatory, and/or offensive entries, entries in violation of applicable law, and entries submitted by Entrants who do not meet the eligibility requirements are void.

To enter, Entrants must complete one (1) of the following:

- Follow SCVCC’s Facebook page (<https://www.facebook.com/SilverCreekValleyCountryClub/>) and like one contest-related post on their Facebook page
- Follow SCVCC’s Instagram account (<https://www.instagram.com/silvercreekvalleycc/>) and tag one friend in the comments section of a contest-related post on their Instagram account
- Follow SCVCC’s Twitter account (<https://twitter.com/SCVCountryClub>) and retweet one contest-related post on their Twitter account

Winner Selection/Notification: Winners will be selected by SCVCC at random. Odds of winning depend on the number of eligible entrants. All SCVCC decisions are final.

The Potential Winner will be required to confirm acceptance of the prize within seven (7) days of an October 3rd notification attempt by SCVCC or the prize will be forfeited and an alternate potential winner may be selected by SCVCC (and in such case this process will be repeated). A street address within the Contest Area, phone number and email address must be provided by the Winner in order for SCVCC to contact the Winner to establish a date to collect their prize. The Winner will also need to provide the name of one (1) friend that will accompany them on the day they collect their prize at least 48 hours in advance of claiming their prize. The Winner’s contact information, and that of their friend, will not be used for any other purposes except to coordinate on the prize. Inability to contact a Winner or a Potential Winner’s non-compliance or failure to meet Eligibility criteria within the time period may result in disqualification and the selection of an alternate Winner. Any tax income tax liability is the sole responsibility of the Winner.

Prize:

One (1) Winner will receive:

- Access to the appropriate SCVCC locker room
- Their choice of one (1) round of nine (9) holes or three (3) hours on a tennis court
- Access to the fitness center and pool/hot tub; They will not have access to classes
- One (1) \$100 food voucher

- One (1) \$50 merchandise voucher

The Winner can select one (1) friend to accompany them to the Club and participate in the activities outlined above. They will not receive a food voucher or merchandise voucher.

The Winner will need to book the date in advance with SCVCC in order to cause the least amount of disruption to member time.

No portion of the Prize may be transferred, redeemed for cash or substituted, except by SCVCC (in its sole discretion), which reserves the right to substitute any portion of a Prize with a prize of equal or greater value for any reason, including, without limitation, Prize unavailability. All expenses not specifically identified as included in a Prize (including all taxes) are the sole responsibility of the Prize Winner. The Prize, and all elements thereof, are subject to availability. All Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied (including, without limitation any implied warranty of merchantability or fitness for a particular purpose). Acceptance, participation in and/or use of a Prize is at Winner's sole risk and SCVCC is not responsible for any damages whatsoever including special, indirect, consequential, or direct damages, arising out of or in connection with the use and/or misuse of any Prize.

Prize Winner will be solely responsible for all federal, state and local taxes and fees and other expenses associated with his/her Prize receipt and/or use that are not expressly included in the Prize description. A Prize Winner may be issued a 1099 tax form for the approximate retail value of the Prize. Failure to take or complete any portion of a Prize does not relieve the Prize Winner of his/her tax obligations associated with winning the Prize.

Prize Conditions: Except where prohibited by law, the Prize Winner's entry and acceptance of a Prize constitutes the Winner's irrevocable, sub-licensable, absolute right and permission for the Contest Entities, to use, publish, post or display said Prize Winner's name, photograph, likeness, statements, biographical information, voice, Prize information, any quotes attributable to him or her and any other indicia of persona (regardless of whether altered, changed, modified, edited, used alone, or used with other material in the Contest Entities' sole discretion) for any purpose, including but not limited to advertising, trade, promotional and publicity purposes, on a worldwide basis, and in all forms of media now known or hereafter devised, in perpetuity, without further authorization, notification, opportunity to review, approval or compensation of any kind, and each Entrant releases all Contest Entities from any and all liability related thereto. Nothing contained in these Official Rules obligates the Contest Entities to make use of any of the rights granted herein and Prize Winner waives any right to inspect or approve any such use.

General Conditions: This contest is void outside the United States and is subject to all applicable federal, state and local laws. This Contest will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the United States. By participating, entrants agree to be bound by these Official Rules and the decisions of SCVCC. Entrants waive any right to claim ambiguity in the Contest or these Official Rules. All Entrants agree to follow the Official Rules and release, discharge, hold harmless and indemnify the Contest Entities and each of them (collectively, the "Released Parties") against any and all liability, damages or causes of action (however named or described), with respect to or arising out of any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any promotional-related activity or participation in this Contest. In consideration for being awarded the Prize, or any portion thereof, Prize Winner hereby agrees and consents, without further authorization, compensation or remuneration of any kind, to the use of Prize Winner's name and/or likeness in any and all advertising, promotions and other publicity conducted by Contest Entities, except where prohibited by law. SCVCC reserves the right to modify the scheduling of the Contest without prior notification, and the right to make changes or additions to these Official Rules for any reason at any time. SCVCC's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

NOT ENDORSED BY TWITTER, FACEBOOK OR INSTAGRAM: By participating in this contest, you acknowledge that this contest is in no way sponsored, endorsed or administered by, or associated with, Twitter, Facebook or Instagram and release Twitter, Facebook or Instagram from any and all liability arising from or related to this contest. The information you are providing for this contest is being provided to SCVCC and not to Twitter, Facebook or Instagram, and will be used to notify you if you have won and coordinate on Prize details.

Release: WINNERS AND ENTRANTS RELEASE, DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, THE CONTEST ENTITIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ANY LIABILITY FOR ANY DAMAGES, INJURY OR LOSSES, TO ANY PERSON (INCLUDING DEATH), OR PROPERTY, OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE, ANY PORTION THEREOF OR PARTICIPATION IN ANY PROMOTION RELATED ACTIVITY OR PARTICIPATION IN THIS CONTEST.

By entering this Contest, the Entrant agrees to the following Statement: I expressly understand that Section 1542 of the Civil Code of California provides substantially as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH DEBTOR."

The provisions of this Section 1542 of the Civil Code of California and any similar law of any state, territory, or other jurisdiction are hereby expressly waived.