

### **Summary Terms & Conditions:**

Visit a Trackman Simulator or a Trackman Range, (i) log in using the Trackman Golf app or enter your credentials manually, (ii) locate the relevant tournament under the “Competitions” tab in the Trackman software or app, (iii) scan the relevant QR code and accept the applicable Terms & Conditions and (iv) complete the tournament format as described in the Trackman software to be entered into the relevant prize categories. No purchase is necessary. Internet access and a valid email address are required. Prizes vary between tournaments and are described in the relevant tournament description available below. Participation is limited to one entry per person. The organizer of the tournament is Trackman A/S, with any third parties identified in connection with the tournament on <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

### **Full Terms & Conditions**

#### **1. Tournament and Tournament Organizer**

These Terms & Conditions apply to the specific Trackman golf tournament described at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules> (the “**Tournament**”).

The organizer of the tournament and all related competitions is Trackman A/S (“**Trackman**”).

#### **2. Eligibility**

Participation is open to individuals aged 13 or older (the “**Participants**”).

Participants under the age of 18 must have the consent of a parent/guardian’s permission to enter the Tournament. The parent/guardian must claim any prize on their behalf.

Employees, agents and directors of any company forming part of Trackman or any third parties as described in <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>, participating facilities or their subsidiaries and anyone professionally associated with this Tournament may be excluded from participation.

#### **3. Lawfulness of Participation**

Participants are responsible for ensuring that their participation and acceptance of any prize is lawful in accordance with the laws of their country of residence.

These Terms & Conditions are intended to comply with applicable EU law. Mandatory local consumer protection regulation may apply.

#### **4. No Purchase Necessary**

No purchase or payment to Trackman is required to enter the Tournament. Participation is

free of charge; however, access to a Trackman Simulator or Trackman Range and internet access are required. A valid email address must be registered to participate.

## 5. **Tournament Period**

The tournament period is stated in the relevant tournament description available at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

## 6. **How to Participate**

To participate, Participants must

- a. Visit a Trackman simulator (“**Simulator**”) or Trackman range (“**Range**”)
- b. Log in using the Trackman Golf app, or enter credentials manually. If they do not have a Trackman account, they can download the app and create an account for free.
- c. Locate the relevant tournament under the “Competitions” tab in the Trackman software or app
- d. Scan the QR code and accept the Terms & Conditions
- e. Confirm acceptance of Trackman sharing the participant’s email address with the third parties identified in the tournament description available at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.
- f. Follow the instructions and tournament format as specified in the tournament description available at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>,

## 7. **Marketing Consent**

Where consent is given, the participant agrees that Trackman and any third parties as specified in <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>, may contact them by email for marketing purposes.

Specifically, as stated in the Terms and Conditions, your personal data will be shared with third parties including LIV Golf Inc and Fairway TM co 10 LLC dba 4Aces GC, and you are consenting to such sharing as well as to be subscribed to the 4Aces GC newsletter.

Consent may be withdrawn at any time.

## 8. Entry Details

It is the responsibility of each Participant to provide the correct and up to date details required

A maximum of one (1) entry per Participant is permitted.

Participants cannot receive more than one (1) Prize, unless expressly stated otherwise in the tournament description available at

<https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

## 9. Personal Data

Trackman is the data controller.

Personal data will be processed for the purposes of administering the tournament, validating participation, awarding prizes and, where applicable, marketing.

Personal data may be shared with third parties identified in the tournament description available at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>, where the Participant has provided consent.

Personal data relating to individuals aged between 13-18 will only be processed based on parental consent.

Personal data is processed in accordance with Trackman's privacy policy:

<https://www.trackman.com/legal/privacy-policy>

## 10. Prizes

Prizes may include physical items, event tickets, experiences or facility-based prizes (the "**Prizes**").

Prize categories, number of winners and prize descriptions are set out in the tournament description at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

## 11. Further Prize Details and Conditions

For the purposes of these Terms & Conditions:

**"Physical Prize"** means a prize consisting of a physical item that is shipped or otherwise delivered to the winner.

**“Event or Experience Prize”** means a prize consisting of access to an event or an experience, including tickets or participation in an activity.

#### Physical Prizes

- a. It is the responsibility of the Participant to provide correct and up to date information required for the fulfilment of any Physical Prize. Trackman cannot be held responsible for winners failing to supply accurate information which affects delivery of the Prize.
- b. Trackman is not liable for any Physical Prize once it has been distributed or dispatched and will not be responsible for any Physical Prize not received, broken or lost in transit.
- c. Where applicable, the winner may be required to select sizes, variants or other prize specific details in connection with a Physical Prize.

#### Event and Experience Based Prizes

- a. The winner is responsible for their own behavior and the behavior of any guest whilst using or attending the Prize. Trackman reserves the right, in its absolute discretion, to exclude the winner and or guest from participation in any aspect of the Prize if any party fails to comply with the directions of Trackman or any companies associated with the Prize, or if the winner and or guest act in a manner that is dangerous, unlawful, anti social or causes a disturbance or nuisance to others.
- b. The winner and any guest must comply with all applicable terms and conditions forming part of the Prize, including venue rules and ticketing conditions. Whilst at the event or venue, they must not be drunk, intoxicated, under the influence of drugs, underage, abusive, threatening, make or incite racial abuse, chant, use offensive language, make obscene gestures, throw items, behave anti socially, carry laser pens, bring animals except guide dogs, carry offensive weapons or illegal substances, carry candles, climb structures, make excessive noise, offer items for sale, damage the venue or smoke.
- c. Certain elements of an Event or Experience Prize may require specific levels of health or fitness. Participants are responsible for ensuring that they meet any such requirements and must inform Trackman of any accessibility needs.
- d. The winner will not be entitled to any compensation and will have no claim against Trackman or organisers if any event or experience forming part of the Prize is delayed, postponed, rescheduled or cancelled.
- e. Once tickets or access have been issued, Trackman will not be liable for any failure to perform its obligations due to circumstances beyond its reasonable control.
- f. Unless expressly stated otherwise, an Event or Experience Prize does not include travel or

transportation, accommodation, food, beverages, insurance, visas or any other personal expenses.

## **12. Winner Selection**

Winner selection methods (performance-based, lucky draw, facility-based) are defined in the tournament description at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

Trackman's decisions regarding winner selection and prize allocation are final and binding.

## **13. Winner Notification**

Winners will be contacted in accordance with the winner notification process described in the Tournament description available at <https://www.trackman.com/golf/tournaments/4aces-gc-vs-the-world/rules>.

Where the Tournament description does not specify a notification method, or where direct contact is required for prize fulfilment, provisional winners will be contacted via the email address associated with their Trackman account within 10 working days of winner selection.

Winners may be required to provide evidence of identity, age and eligibility.

If a provisional winner does not respond within 30 days of initial contact, Trackman reserves the right to disqualify that entrant and award the Prize to a reserve selected in the same manner.

For winners under the age of 18, a parent or legal guardian must confirm consent for entry and accept the Prize on the winner's behalf.

## **14. Prize Acceptance**

Notification to arrange fulfilment of the Prize will take place within 30 days of acceptance.

If a winner fails to claim or accept the Prize within the required timeframe, Trackman reserves the right not to reissue the Prize at its sole discretion.

## **15. Winners List**

Provided no objection is received, a winners list containing surname and country of residence of the winners will be made available by Trackman 1 day after the conclusion of the Tournament, for a period of 30 days.

Winners may object to the publication of their details during the winner notification process.

Without prejudice, Trackman may provide winner information to relevant regulatory or advertising authorities upon request.

## **16. Tax Matters**

Any tax consequences arising from participation in the tournament or from winning or receiving a Prize are the sole responsibility of the participant or winner.

Trackman does not provide tax advice and accepts no responsibility or liability for any taxes, duties, reporting obligations or other charges that may apply in connection with a Prize under applicable local laws.

Participants and winners are encouraged to seek independent tax advice where relevant.

## **17. Governing Law and Local Law Compliance**

These Terms & Conditions are governed by Danish law, and their interpretation and application are subject to the exclusive jurisdiction of the courts of Denmark.

Your participation in this Tournament is void if prohibited under applicable local laws.

Trackman reserves the right to verify a provisional winner's eligibility, including country of residence, before awarding any Prize. Winners may be required to provide documentation necessary to confirm eligibility and to comply with applicable tax or reporting obligations. Where a winner is found to be ineligible under applicable local laws, Trackman reserves the right to withhold the Prize and award it to a reserve winner.

Trackman makes no representations, express or implied, as to the lawfulness of any individual's participation in the tournament or as to any other aspect of the tournament under local laws outside Denmark.

Nothing in these Terms & Conditions limits the application of mandatory consumer protection rules applicable under local law.