

Nike Golf 8-9 Challenge Promotion
OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES
AND DISTRICT OF COLUMBIA
18 OR OVER

1. **Promotion Period:** This program is to promote and encourage a demonstration challenge to compare the new and exciting Nike Golf SQ DYMO DRIVER with STR8-FIT technology to the popular Taylormade R-9 driver. The Nike Golf 8-9 Challenge Promotion (the "**Promotion**") begins at 12:00:01 p.m. Eastern Time ("**ET**") on May 15, 2009 and ends at 11:59:59 a.m. EDT on June 30, 2009 (the "**Promotion Period**").

2. **How To Enter:** To become eligible for the Promotion Prize you must promote the 8-9 challenge by writing posts about your participation in the 8-9 Challenge, create and post a unique video review of the 8-9 Challenge, create and post an image relating to the 8-9 Challenge, tweet about the challenge, and/or interact with your readers regarding the 8-9 Challenge. **Your blogs, tweets, videos and photos must disclose the following: "This post shall be submitted for eligibility in a Nike Golf promotion contest"**. The two (2) winners for the 8-9 Challenge Promotion Prize will be determined by the entrants who submit the two highest number of verifiable points earned as follows:

a. Digg

- i. Stories Dugg (per story) – 3 points;
- ii. Diggs on Story (per Digg) – 5 points.

b. You Tube

- i. Video Views (per 5,000 views) – 10 points;
- ii. Uploaded Video (per video) – 2 points;
- iii. Comments (per comment) – 2 points;
- iv. Favorites (per Favoriting) – 1 point.

c. Flicker

- i. Photos Uploaded (per photo) – 1 point;
- ii. Comments (per comment) – 2 points.

d. Twitter

- i. Tweets (per tweet, including hashtag) – 2 points;
- ii. Re-Tweets (per re-tweet, including hashtag) – 1 point.

e. Blog/Site Posts

- i. Each Placement – 10 points;
- ii. Comments (per comment) – 5 points.

In order to be entered into the Promotion, Entrants must email their full name, address, telephone number, email address and confirmation that they are over 18 years old, together with links to each and every eligible video, image, twitter and interaction to the Administrator of this Promotion: danz@rocketxl.com before the end of the Promotion Period. All data must be submitted by 11:59:59 a.m. EDT on June 30, 2009 to be eligible for the Promotion Trip to Nike Golf's research facility in Fort Worth, Texas, and to have a professional fitting for a Nike Golf Driver and set of irons. Two Promotion Prizes will be awarded. In the event of a tie, the two winners will be selected by a drawing of the entrants that tied.

3. **Entry Guidelines:** No eligible video, image, tweet or other interaction may contain obscene, lewd, offensive or inappropriate images or text including without limitation nudity, acts of violence or acts that appear to cause harm, as determined in Sponsor's sole discretion. Any Entry Material or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, offensive, defamatory, contains any third party materials, or otherwise violates or infringes (or may infringe) any copyright, trademark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the Entrant. Therefore, clothing worn in the video should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials other than the Nike trademark on a Nike product or the Taylormade trademark on the R-9 Driver. Entrants may not copy or otherwise plagiarize the Entry Material from any source, however, Entrants may use any descriptive details of the Nike Driver from the Nike Golf website. Sponsor has the sole discretion to determine whether any submission qualifies as an Entry. All Entries must be the sole, original work of the Entrants and Entrants shall not use spam or any device to send its posts en masse. Entries become the property of the Sponsor and will not be acknowledged or returned. Entries must be in keeping with and promote Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights. In such an event, the Entry will be disqualified from the Promotion. Any Entry not in compliance with the above and does not meet the Sponsor's requirements will be disqualified. By entering, you agree to waive any rights you may have to the Entry submitted.

4. **Eligibility:** Open to legal residents of the 50 United States and the District of Columbia, 18 years of age and older as of date of entry. Employees of Nike USA, Inc. or Rocket XL (collectively "**Sponsor and its Administrator**"), and each of their respective employees, shareholders, directors, officers, members and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win. All federal, state and local taxes are the sole responsibility of winner'

5. **Judging:** All eligible Entries submitted by the Entry Period Deadline, will be judged on or about July 15, 2009, by the Promotion Administrator. Participating Entrants agree to the Official Rules and the decisions of the Program Administrator, which shall be final and binding in all respects.

6. **Promotion Prize and Approximate Retail Value ("ARV"):** The 8-9 Challenge Promotion includes: round-trip coach-class air transportation from the major United States airport nearest to Promotion Winner's home to Fort Worth Texas, the home of the Nike Golf Research and Development facility, round-trip ground transportation between airport and hotel, one (1) night hotel accommodations and a Nike SQ DYMO DRIVER and set of Nike irons with a professional style fitting at the Nike Golf Research and Development facility (ARV: \$2,050). In the event a winner lives within a 100-mile radius of destination city, round-trip ground transportation will be provided in lieu of air transportation and no additional compensation will be provided. Prize will be awarded and the Promotion Winners will be notified by phone, mail and/or e-mail. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prize is not transferable. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in the event the prize is unavailable. Taxes related to the prize are the responsibility of the Promotion Winners. All other expenses and costs not expressly listed above are the Promotion Winners' sole responsibility.

7. **Rights in Entry:** Winner acknowledges and agrees that his/her Entry becomes the property of the Sponsor, which thereby has the right to edit, adapt, modify, reproduce, promote and otherwise use Entries in any way it sees fit in connection with advertising or promoting the Nike Golf brand and products in any medium, throughout the world, in perpetuity. Entrant shall have no right to review or approve edits, alterations or modifications, and the Entrant waives the benefit of any provision of law known as "moral rights". No information regarding Entries or judging will be disclosed to any third party not involved in the conduct of the Promotion. By submitting an Entry, you represent: (a) that the Entry is your own original work that has not previously been published or publicly shown or won a prize or award; and (b) any and all rights to the Entry belong to you and the Entry does not infringe, misappropriate or violate the rights of any third party. Further, any Entries that Sponsor, in its sole discretion, deems to be inappropriate for publication will not be considered.

8. **Winner:** For the name of the Promotion Winners, available after June 30, 2009, send a stamped, self-addressed envelope by July 30, 2009, to: The Nike Golf 8-9 Promotion Winner, c/o Rocket XL, 201 N. Westmoreland Ave #130, Los Angeles, CA 90004.

9. **Sponsor/Administrator:** The Sponsor of the Promotion is Nike USA, Inc., One Bowerman Drive, Rogue Building, Beaverton, OR 97005. The Administrator of the Promotion is Rocket XL, LLC.

10. **GENERAL RULES:**

a. Potential Nike Golf 8-9 Promotion Winners will be required to complete and return a Release of Liability and Prize Acceptance Form within 10 days of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification and an alternate winner will be selected.

b. Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service

provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

c. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Promotion; violates the Official Rules; acts in a disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person.

d. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor.

e. Sponsor reserves the right to cancel, terminate or modify the Promotion if it cannot be completed as planned for any reason, including but not limited to for infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award prizes from eligible Entries received prior to cancellation.

f. Airline tickets are for travel from major airport in the United States nearest Winner's home to the destination city. Airline carrier's regulations and conditions apply. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travelers must possess required travel documents (e.g., valid photo ID) prior to departure.

g. All travel must be completed on dates specified by Sponsor; dates of departure and return are subject to change. Seat selection and timing of trip subject to availability and confirmation of reservations. No refunds or credit for changes are allowed. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, tips, entertainment and transfers, are Promotion Winner's sole responsibility.

h. Winner and all Entrants, by Entry into the Promotion, hereby agree to release Sponsor and its Administrators, each of their respective agencies, parents, subsidiaries, affiliated companies and each of their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of this Promotion (collectively the "**Released Parties**") from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with submitting an Entry or otherwise participating in any aspect of the Promotion, the receipt, ownership, use or misuse of prize awarded or any typographical or other error in these Official Rules or the announcement of offering of the prize.

i. The Released Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Promotion which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in this Promotion.

j. No substitution or transfer of prize by winner permitted. Sponsor reserves the right to substitute prize of equal or greater value. All applicable federal, state and local taxes are the sole responsibility of winner. In no event will more than the stated number of prizes be awarded.

k. By accepting prize, winners (or parent/legal guardian if winner is a minor) agree to hold Sponsor, its respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use of prize.

l. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any prize. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winners' names and/or likenesses for purposes of advertising and trade without further compensation, including a winners' list, unless prohibited by law.

11. NOTICE TO ONLINE ENTRANTS:

a. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

b. Not responsible for faulty, incorrect or mistranscribed phone transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion.

c. Sponsor reserves the right to cancel or modify the promotion if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/judging agency/administrator, in their sole discretion. In the event of termination, a notice will be posted online and the drawings will be conducted from among all eligible entries received prior to termination.

d. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions by such methods.

e. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the Entrant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.
