

PGA TOUR, INC. MEDIA WEBSITE TERMS AND CONDITIONS OF USE

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Registration Data and Account Security

In consideration of your use of the Site, you agree to: (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain and promptly update the Registration Data, and any other information you provide to TOUR, to keep it accurate, current and complete; (c) maintain the security of your password and identification; (d) notify TOUR immediately of any unauthorized use of your account or other breach of security; (e) accept all responsibility for any and all activities that occur under your account; and (f) accept all risks of unauthorized access to the Registration Data and any other information you provide to Company.

Financial Disclosures

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Applicable Law and Venue

Any dispute relating in any way to your use of the Site or the TOUR Content (the "Dispute") shall result in the commencement of a negotiation of the Dispute ("**Negotiation**") by one party (the "**Initiating Party**") serving on the other party (the "**Responding Party**") a written statement of the nature and substance of the Dispute, a brief summary of its position with respect to the Dispute, its justifications therefor, and its proposal for resolution of the Dispute. Within ten (10) days of receipt, the Responding Party shall prepare and serve on the Initiating Party a written statement of its position in response. For you, all papers shall be provided to you and/or your company at your/its address of record, and, for TOUR, all papers shall be provided to the General Counsel, or such other persons as the parties may designate from time to time ("**Executives**"). Within fourteen (14) days of exchanging position papers, the Executives shall conduct a meeting via conference call. If the Executives cannot agree to a resolution of the Dispute within five (5) days thereafter, the parties agree to submit their dispute to the American Arbitration Association ("**AAA**"). Either party may submit the dispute to the AAA. The AAA shall appoint one (1) mediator (the "**Mediator**") who will conduct non-binding mediation in accordance with the AAA's Commercial Mediation Rules in New York, New York.

The Mediator shall be compensated at an hourly rate (or an alternative compensation agreement) to be agreed upon between the parties and the Mediator prior to appointment. The parties shall each pay one half (½) of the Mediator's fee and expenses.

The parties shall endeavor to assist the Mediator in concluding the Mediation within a reasonable time, with a target of not later than thirty (30) days after initial submission of materials to the Mediator. At any time, after the parties have engaged in reasonable mediation activity, or if either party fails to comply with the terms of this clause, the Mediator may declare the Mediation to be terminated. If the parties have complied with all provisions of this clause but the Dispute is not resolved within ninety (90) days after the appointment of the Mediator, then either party may elect to terminate the Mediation at any time by giving written notice to the other party and the Mediator.

Termination

Notwithstanding any of these Site Terms, TOUR reserves the right, without notice and in its sole discretion, to terminate your account and/or to block your use of the Site.

General Information

You expressly understand and agree that: (a) these Site Terms constitute the entire agreement between you and TOUR, superseding any prior agreements between you and TOUR. You may be subject to additional terms and conditions when you use affiliate services, third-party content or third-party software, or other parts of the Site including subscription components; (b) these Site Terms and the relationship between you and TOUR shall be governed by the laws of the State of Florida without regard to its conflict of law provisions. You and TOUR agree to submit to the personal and exclusive jurisdiction of the courts located within the county of St. John's County, Florida; (c) the failure of TOUR to exercise or enforce any right or provision of these Site Terms shall not constitute a waiver of such right or provision; (d) in the event a court of competent jurisdiction finds that any provision of these Site Terms is invalid, the court should give effect to the parties' intentions as reflected in the provision, and all other provisions of these Site Terms shall remain in full force and effect; (e) you will file any claim or cause of action arising out of or related to use of the Site or the Site Terms within one (1) year after such claim or cause of action arose, regardless of any statute or law to the contrary, acknowledging that any claim or cause of action filed after one (1) year would be forever barred; and (f) the section titles in these Site Terms are for convenience only and have no legal or contractual effect.

Miscellaneous Provisions

Any waiver of any provision of the Site Terms will be effective only if in writing and signed by TOUR. If any clause in these Site Terms is found to be unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Any rights not expressly granted herein are reserved.

Changes to Site Terms

TOUR reserves the right to change any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. When TOUR makes changes, TOUR will revise the "last updated" date at the top of the Site Terms. Any changes will be effective immediately upon posting on the Site. Your continued use of the Site following the posting of changes will constitute your acceptance of such changes. TOUR encourages you to review the Site Terms whenever you visit one of its websites.