

TERMS & CONDITIONS – TC Golf Outlet

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Trademarks

All trademarks, service marks and trade names of Sun City Roseville Community Association used in the site are trademarks or registered trademarks of Sun City Roseville Community Association

All Callaway Golf, and Odyssey trademarks and logos are the intellectual property of Callaway Golf Company.

Warranty Disclaimer

This site and the materials on this site are provided "as is" and without warranties of any

kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Sun City Roseville Community Association disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Sun City Roseville Community Association does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Sun City Roseville Community Association does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Warranty Claims

Warranty claims are subject to the discretion of the original product manufacturer. Warranty information is included with many manufacturers' products, or may be found on their respective website. Any Defective product may be returned anytime while under the manufacturer's warranty period. Please contact Sun City Roseville Community Association prior to returning any merchandise for warranty or defective consideration.

Limitation of Liability

Sun City Roseville Community Association shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if Sun City Roseville Community Association has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a Sun City Roseville Community Association product is mistakenly listed at an incorrect price, Sun City Roseville Community Association reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. Sun City Roseville Community Association reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Sun City Roseville Community Association shall issue a credit to your credit card account in the

amount of the incorrect price.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by Sun City Roseville Community Association without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

Sun City Roseville Community Association may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to Sun City Roseville Community Association.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of California, U.S.A., without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of Sun City Roseville Community Association products) shall be in the state or federal courts located in Los Angeles County, California. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Sun City Roseville Community Association products) must be commenced within one (1) year after the claim or cause of action arises. Sun City Roseville Community Association's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Sun City Roseville Community Association may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Sun City Roseville Community Association or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organization.

Request for Additional Information

On occasion, the Fraud Department for Sun City Roseville Community Association may flag an order and request additional information to validate the order's legitimacy. Customers may be requested to provide additional information, such as a copy of a driver's license. Sun City Roseville Community Association reserves the right to cancel any orders that may be considered fraudulent and will report unauthorized credit card transactions to the authorities.

Participation Disclaimer

Sun City Roseville Community Association does not and cannot review all communications and a material posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Sun City Roseville Community Association is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Sun City Roseville Community Association reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Sun City Roseville Community Association in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless Sun City Roseville Community

Association, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, Sun City Roseville Community Association may link to sites operated by third parties. However, even if the third party is affiliated with Sun City Roseville Community Association, Sun City Roseville Community Association has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Sun City Roseville Community Association. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Sun City Roseville Community Association seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Return Policy

Sun City Roseville Community Association commits itself to providing products of exceptional value and high quality. If you purchase an item from us and are not satisfied for any reason, you may return it to Sun City Roseville Community Association for an exchange or full refund as long as the product is new and unused and in its original packaging.

This guarantee is valid within 30 days of your receipt of the merchandise. All return shipping charges must be prepaid (we will not accept returns shipped to us C.O.D.) This refund is exclusive of any freight charges. Freight charges are the responsibility of the consumer unless an item was shipped in error upon which Sun City Roseville Community Association will issue a Call Tag to pick up the merchandise.

At the sole discretion of Sun City Roseville Community Association, we may authorize the return of merchandise in brand new and unused condition after 30 days. If Sun City Roseville Community Association authorizes a return after 30 days, then it will be

subject to a 15% restocking fee. Merchandise returned within 30 days will not be subject to a restocking fee and will be eligible for a full refund. All returned merchandise after 30 days must be preapproved. Please contact our Customer Service department at 888-988-FORE (3673) for more information.

Merchandise may be sent to the following address for return:

Timber Creek Golf Course
Order #0000 - Insert Your Order Number HERE
Attn. Derek Zachman
7050 Del Webb
Roseville, CA 95747

Please Note: All orders **MUST** include the original order number on the outside of the box or the shipment will be refused. Please contact customer service toll free at 916-774-3842 for more information.

Exceptions and Exclusions: Sun City Roseville Community Association reserves the right to limit or refuse the return of certain merchandise, such as special orders, custom orders, personalized merchandise, and custom clubs, including PING WRX equipment which is customized. Free goods, received as part of a promotional offer or sale, are also not eligible for return or exchange.

Exchange Policy

In order to return merchandise for exchange, the equipment must be in brand new and unused condition. If you have hit the merchandise at the range, course, backyard, etc. or worn a pair of shoes outside, then it is no longer brand new and is not eligible for an exchange.

To exchange brand new equipment, make a copy of your original invoice and include a note with any pertinent information. For example, will you be exchanging for a different type of club, a different flex or a different size of shoe or glove?

Sun City Roseville Community Association is not responsible for merchandise that is damaged during the return shipment. Buyers are responsible for the return shipping and insurance costs as well as the shipping costs for sending out the exchanged merchandise. We highly recommend insuring your return shipment.

Merchandise may be sent to the following address for exchange/replacement:

Timber Creek Golf Course
Order #0000 - Insert Your Order Number HERE
Attn. Derek Zachman
7050 Del Webb
Roseville, CA 95747

Please Note: All orders **MUST** include the original order number on the outside of the box or the shipment will be refused. Please contact customer service toll free at 916-774-3842 for more information.

Shipping Policy

Whenever possible, we ship orders via United Parcel Service (UPS). **PO Box orders are not eligible for shipment with UPS.** Our domestic shipping rates apply to orders shipped within the 48 contiguous states via UPS Ground and we must have a physical address on file for your order (ie. we cannot ship to a PO BOX).

Order to Alaska, Hawaii or Puerto Rico may ship via UPS or USPS.

Orders to APO or FPO addresses are shipped via USPS.

International online orders ship via UPS or USPS. Our international shipping & handling charges do not include any possible duties and taxes assessed by Customs of the destination country.

In an attempt to provide increased service to our visitors, Sun City Roseville Community Association may ship via a carrier other than the shipping carrier mentioned on the website. For example, a visitor may select UPS Overnight Air for shipping and the item may ship direct from the manufacturer via FedEx Overnight Air. Sun City Roseville Community Association has no control over the shipping carrier used by our manufacturers for special orders. However, Sun City Roseville Community Association reserves the right to utilize a different shipping carrier than is stated on the website.

Defective Products

Any defective merchandise may be returned anytime while under the manufacturer's warranty. Please contact Sun City Roseville Community Association prior to returning any defective products to receive a RA (Return Authorization).