



November 15 – 21, 2021
Sea Island Golf Club
St. Simons Island, Georgia



OFFICIAL CONTEST RULES & REGULATIONS

1. **NO PURCHASE OR DONATION NECESSARY. A DONATION WILL NOT INCREASE A PARTICIPANT'S LIKELIHOOD OF WINNING THE PRIZE.**
2. Participants in the Guess the Birdies Contest (the "**Contest**") must be at least 18 years of age or the age of majority in their state or province of residence, whichever is older, and legal U.S. residents residing in the 50 United States or District of Columbia or legal Canadian residents residing in Alberta or Ontario (collectively, the "**Contest Area**"). This Contest is not offered in Quebec or to residents of Quebec. A participant need not be present at The RSM Classic to win. Employees of the Davis Love Foundation are not eligible to enter the Contest. Void where prohibited and void outside the Contest Area.
3. Participants may enter the Contest either online or via a hard-copy donation form ("**Donation Form**"). The Donation Form is available online at www.rsmus.com/birdiesforelove (the "**Website**"). The Donation Form must be accurately completed and then submitted by providing a paper copy of the filled-out Donation Form to Sponsor either by mail (to RSM US LLP, 331 West 3rd Street, Suite 200, Davenport, IA 52801, Attention: Jennifer Peterson) or in person at an RSM office in the Contest Area. There are two ways for participants to enter online. Internal RSM donors (i.e., those who work for the firm) can log into the Website via SSO by typing "rsmgo/give" in their web browser. Those entrants will be directed to a site that will allow them to make a donation to Birdies Fore Love via credit card. The site will also include a link to a page where entrants can submit their Contest entry. External RSM donors (i.e., those who do not work for the firm) can visit <https://rsm.yourcause.com/public#/fundraising/15138> to submit a donation to Birdies Fore Love and <https://www.surveymonkey.com/r/2021birdiesguess> to submit an entry in the Contest.
4. Entrants who submit a Donation Form are responsible for filling it out in clear, legible handwriting; Sponsor is not responsible for any errors in submissions that are caused by a participant's poor penmanship. The Donation Form will include a means to enter without making a donation. Completed Donation Forms must be received between 12:01 a.m. ET on August 1, 2021 and 11:59 p.m. ET on September 30, 2021 in order to be included in the office portion of the Contest (the "**Office Contest Period**"). In addition, completed Donation Forms that were submitted between October 1, 2020 and the beginning of the Office Contest Period will also be eligible if they otherwise meet the requirements set forth in these Official Rules.
5. The limit is one entry per person, regardless of method of entry. If more than one entry from a person is received, only the first entry received from that person will be eligible.
6. The Grand Prize will be awarded to the person who guesses the exact number of birdies made during competitive rounds, Thursday through Sunday, of The RSM Classic, which includes all birdies made by golfers participating in tournament play, Thursday through Sunday, as well as during any additional playoff holes. The RSM Classic will be held from November 18-21, 2021 at the Sea Island Resort.
7. Should PGA TOUR or RSM Classic officials cancel one or more rounds of play at The RSM Classic (but not the entire tournament) due to weather or other conditions, the following number of birdies will be added to the regular birdies total to determine the total number of birdies made during The RSM Classic:

 Thursday (First Round): 400
 Friday (Second Round): 400
 Saturday (Third Round): 200
 Sunday (Final Round): 200
8. If no one guesses the exact number of birdies, the Grand Prize will be awarded to the individual whose guess is closest to the actual number of birdies (without exceeding the total). If there is a tie for first, the Grand Prize winner will be decided by a random drawing among the tied entries; such drawing will be conducted by RSM US Foundation officials. If The RSM Classic is not held in 2021 for any reason, the Grand Prize winner will be decided by a random drawing among all eligible entries and such drawing will be conducted by RSM US Foundation officials.
9. Sponsor will attempt to contact the potential winner in accordance with the information supplied to Sponsor on the winner's entry. Winner must respond to initial notification within 72 hours and may be required to present a valid photo identification, signed affidavit or declaration of eligibility, liability release, publicity release (Tennessee residents are not



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required to sign a publicity release), tax forms and/or other legal documents to Sponsor no later than seven days after Sponsor sends forms to winner. Any Canadian resident winner must also correctly answer a mathematical skill-testing question to be declared a winner. Sponsor in its sole discretion may allow transmission of verification documents via fax or email. If the potential winner (a) cannot be contacted directly by, or does not respond to, Sponsor within 72 hours of initial attempted notification, (b) fails to satisfy any eligibility or verification requirement herein, (c) declines to accept the prize, (d) fails to return any required documents or provide required documents by the deadlines established by Sponsor, or (e) is otherwise determined to be ineligible, Sponsor in its sole discretion may disqualify that individual and an alternate winner may be determined by the criteria set forth above.

10. The Grand Prize will be a trip for two to Sea Island, Georgia. The trip consists of the following: luxury accommodations for two nights for two people (one room) at The Cloister or The Lodge, resort fee and tax fee included; one round of golf per person (two rounds total) on any of Sea Island's three championship courses (cart and fore caddy included); round-trip airfare for two to either Savannah or Jacksonville airport, depending on availability (from the major airport nearest winner's home, coach class). This prize is available to be used on a space available basis by November 30, 2022. Guest of winner (and parent or legal guardian of guest who is a minor) may be required to sign and return a release prior to accompanying winner on prize trip. Guest of winner who is a minor must be accompanied at all times by parent or legal guardian.
11. The approximate retail value ("**ARV**") of the prize is \$1,700 US (\$2,050 Cdn). Actual value of the prize may vary depending on variables such as departure date and location. If actual value is less than stated ARV, difference in prize value will not be awarded. All prize details will be at Sponsor's sole discretion. Winner assumes sole responsibility for all expenses and incidental costs associated with the prize that are not explicitly outlined above, including without limitation, (a) all federal, state, provincial, and local income, sales and use taxes (if any) and (b) any other taxes, fees, surcharges, lodging, transportation, tips, gratuities, additional meals or beverages, parking, souvenirs, concessions, upgrades, personal items, and incidentals. Hotel stay is based on availability. Winner may be required to present a major credit card at hotel check-in for incidentals. Winner and guest must travel together on the same itinerary and must have a valid passport or travel documents and, if the winner is Canadian, no impediment to enter the United States. Airline tickets are non-refundable/non-transferable and are not valid for frequent flyer miles. All airline tickets are subject to availability, flight variation, work stoppages, and schedule or route changes. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Sponsor shall not be responsible for any cancellations, delays, diversions, or substitution or any act or omissions whatsoever by the air carriers, transportation companies, prize providers, or any other persons providing any prize-related services. Certain blackout dates may apply for hotel and flights. Properly claimed prize will be awarded but in no event will Sponsor award more prizes than are set forth in these Official Rules.
12. Prize is not transferable or redeemable for cash and may not be sold, bartered, or auctioned. Prize may not be substituted except that Sponsor, in its sole discretion, may substitute a prize, or portion thereof, with a prize or portion of equal or greater value if it deems necessary. Any portion of the prize that is not used will be forfeited, except that, if winner opts not to use the airfare portion of the prize, winner will receive a \$250 American Express gift card.
13. Donations on Donation Forms without a designated office location will be applied to the RSM US Foundation. Each contributor must provide his or her name with the donation. This information on Donation Forms is intended only for the use of RSM US LLP, the Davis Love Foundation, and the RSM US Foundation and will not be sold to third parties. Contributions through the Birdies Fore Love program must be to a charity that has been approved by a local RSM office within the Contest Area.
14. By participating in the Contest, each entrant acknowledges that his or her entry in the Contest constitutes that entrant's grant to Sponsor, the RSM US Foundation, RSM Canada LLP, RSM Alberta LLP, the Davis Love Foundation, and their respective parents, affiliates, subsidiaries, licensees, and assignees the right to use, publish, and reproduce for all purposes, including publicity, promotion, and advertising, in connection with the Contest, in any media (including without limitation, the Internet, television, or offline promotions), entrant's name, likeness, photograph, voice, opinions, biographical material, and/or hometown and state, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law. (Tennessee residents are not required to agree to a publicity release.)



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15. Any valuation of the prize stated above is based on available information provided to Sponsor, and the value of any prize awarded to the winner may be reported for tax purposes as required by law. If the winner is a United States resident, winner will be sent a 1099 form from the Sponsor at the end of the calendar year and a copy of such form should be filed with the IRS. Such winner must provide Sponsor with valid identification, and a valid taxpayer identification number or Social Security number, before prize will be awarded. Sponsor will have the right, but not the obligation, to require any winner to complete and submit an IRS form W-9. Sponsor reserves the right to withhold the prize until the completed W-9 form is received.
16. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the online portion of this Contest, or to disqualify any individual implicated in any of the following actions, if: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes that, in Sponsor's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, (b) the Contest or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Official Rules, (c) the Contest becomes corrupted because of interruption in wireless calling devices or wireless service for any reason, or (d) the Contest is otherwise not capable of running as planned. If Sponsor terminates the online portion of the Contest, it will determine the winner by applying the criteria set forth above to all eligible, non-suspect online entries received as of the termination date and all mail-in or in-person entries received through the end of the Office Contest Period. If Sponsor terminates or modifies the online portion of the Contest, Sponsor will post notice on the Website. By entering, entrants represent that they are eligible and agree to be bound by and comply with these Official Rules and the decisions of any judges, which are final on all matters pertaining to the Contest. Any entrant who attempts to tamper with this Contest in any way or use fraudulent means to participate in and/or win the Contest will be disqualified if discovered by Sponsor. Sponsor reserves the right to disqualify any entrant at any time, for any reason, including, without limitation, for language, activities, or behavior deemed by Sponsor, in Sponsor's sole discretion, to be inappropriate. If a dispute arises regarding compliance with these Official Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Sponsor and its advertising and promotion agencies are not responsible for cancellations, postponements, or delays in the Contest. Sponsor will have the sole discretion to administer the Contest and interpret and apply these Official Rules. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Official Rules nor the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Official Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any discrepancy or inconsistency between any terms or conditions of these Official Rules and any disclosures or other statements contained in any other Contest-related materials, including but not limited to the Donation Forms or advertising, the terms and conditions of these Official Rules will govern.
17. In consideration for his or her participation in the Contest, each entrant agrees: (a) to release, indemnify, and hold harmless Sponsor, the RSM US Foundation, RSM Canada LLP, RSM Alberta LLP, the Davis Love Foundation, and their respective affiliates, parents, subsidiaries, vendors, advertising and promotion agencies, and any other entity involved in the development or administration of the Contest and all of the partners, principals, officers, directors, employees, representatives, shareholders, agents, successors, heirs and assigns, and every person acting by, through, under or in concert with any of the foregoing (collectively, the **"Released Parties"**) from all liability, injuries, losses or damages of any kind to persons, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, death or property damage resulting in whole or in part, directly or indirectly, from the acceptance, delivery, possession, misuse or use of the prize (including any travel or activity related thereto), or from participation in and/or entry into or creation of an entry for the Contest and/or the broadcast or exploitation or use of an entry or any other Contest-related activity; and (b) that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to the prize. By entering the Contest, each entrant expressly consents to the Released Parties and their respective agents and/or representatives storing, sharing, and using any personal information entrant submits for the Contest only for the purpose of administering the Contest and in accordance with RSM's privacy policy (U.S. privacy policy available at <https://rsmus.com/who-we-are/privacy-policy.html> and Canada privacy policy available at <https://rsmcanada.com/who-we-are/privacy-policy.html>). The preceding sentence does not limit any other consent(s) that an individual may provide the Released Parties or others in relation to the collection, use, and/or disclosure of their personal information.



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18. The Released Parties are not responsible or liable for: (a) any incorrect or inaccurate entry information or other errors in the printing, offering, or administration of the Contest or in the announcement of the winner, (b) any error, omission, interruption, defect, or delay in the operation of (or transmission to) any website, telephone service, or wireless calling service, (c) interrupted or unavailable networks or servers (or other similar conditions), (d) failure of any entry to be received by Sponsor because of technical problems, telephone service problems, human error, or wireless calling service problems, (e) mechanical, technical, computer, hardware, or software errors, malfunctions, or failures of any kind (including those due to natural disasters or acts of God or man) that may limit an entrant's ability to participate in the Contest, (f) communication line, hardware, and/or software failures, malfunction of phones (including wireless phones/handsets), phone line or other communications malfunctions, or unavailable or malfunctioning network connections, cellular equipment towers, telephone systems, or wireless service, (g) damage to any computer (software or hardware) or mobile phone or other PDA device resulting from participation in the Contest, (h) theft or destruction of, tampering with, unauthorized access to, or alteration of entries, and/or entry information, (i) entries that are late, lost, stolen, damaged, misdirected, illegible, unintelligible, and/or have postage due (or any combination thereof), or (j) any change of email address, mailing address, telephone number, and/or any other contact information provided by entrant. Any expenses incurred by an entrant during the entry process are the sole responsibility of the entrant, and the Sponsor will not issue reimbursement for any such expenses.
19. To the fullest extent permitted by law, by entering the Contest, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest or the prize awarded will be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs reasonably incurred by the entrant, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, the following: (i) indirect, punitive, incidental, or consequential damages or any other damages (other than for actual out-of-pocket expenses reasonably incurred), and (ii) any and all rights to have damages multiplied or otherwise increased. The federal and state courts located in Cook County, Illinois will be the exclusive fora for any dispute regarding any rule or activity associated with the Contest. Furthermore, each entrant agrees, by participating in the Contest, to submit to the personal jurisdiction of the federal and state courts located in Cook County, Illinois. Illinois law will govern this Contest, without regard to Illinois' choice of law rules.
20. For the name of the prize winner, send a separate, self-addressed and stamped envelope to the Guess the Birdies Winner, c/o Andrew Lynch, RSM US LLP, 130 S. Main Street, Suite 250, South Bend, IN 46634. Requests for winner's name must be received by December 31, 2021.
21. The Contest is sponsored by RSM US LLP, 30 S. Wacker Drive, Suite 3300, Chicago, IL 60606 ("**Sponsor**") with assistance from the RSM US Foundation and the Davis Love Foundation.