

HOLE-IN-ONE

BONUS PRIZE PROGRAM

This agreement obligates USA Golf Masters Golf Coverage (USA GM) to indemnify the Client, for whose exclusive benefit this agreement is made, up to the specified maximum Bonus Prize Value if any hole-in-one occurs on the date(s) and hole(s) as specified in accordance to the USGA Rules of Golf or CPGA Rules of Golf. USA GM's payment obligation is conditioned upon full compliance with the following terms and conditions:

WARRANTIES & CONDITIONS (Read Carefully)

A. BEFORE TOURNAMENT

PAYMENT: A valid and collectible Coverage Fee is the basis for binding indemnification. USA GM is not obligated to indemnify the Client for any prize unless timely payment has been made as specified herein. An envelope containing signed Hole-In-One Bonus Prize Program and a valid check for the Coverage Fee payable to USA GM must be received prior to the Contest Date(s), or a faxed signed application containing a valid Visa/Mastercard/AmEx card number, cardholder name, billing address, expiration date, and authorized signature must be received prior to the Contest Date(s). **Coverage is not provided without receipt of payment.**

CONFIRMATION OF TERMS: USA GM will mail, fax or email written confirmation of coverage (Contract of Bonus Prize Program) based upon the submitted application and payment. This Contract of Bonus Prize Program will supersede all prior agreements or representations, whether written or oral, and contain the full agreement of both parties. The submitted application and payment will control in the event of any inconsistencies. All subsequent changes to the agreement must be re-approved by USA GM in writing 24 hours prior to the event. No change in the hole number(s), yardage(s), prize value(s), or contest date(s) is allowed unless approved in writing by USA GM. Coverage fees are based on two categories of shots: those taken by amateurs, and those taken by professionals. In order to have a valid agreement, the number of shots to be taken by each category of player must be accurately stated. If any past or present professional golfer is eligible to win any hole-in-one prize, that individual must be counted as a professional participant in the contest.

B. DURING TOURNAMENT

RESPONSIBILITIES: It is the responsibility of the Tournament Director to make sure that the Bonus Prize(s) signs are properly placed on the par 3 hole-in-one. It is the Tournament Director's responsibility to make sure the golf course management is fully aware of the conditions of this agreement. The golf course has no legal responsibility in the conditions of this contract; it is their sole responsibility to assist the Tournament Director.

WITNESSES: All official witnesses must be non-participants, age 21 or older, and appointed by Sponsor or responsible tournament official as follows:

All bonus prizes up to \$10,000 requires a witness, who is an independent person over the age of 21 and not having conflicting interest, to be stationed at selected hole(s) by the green(s) at all times during the event.

Bonus prizes from \$10,000 to \$25,000 require one (1) such witnesses. One witness must be stationed adjacent to the green. All liability for the safety of the witness is borne by the Client and not USA GM. **If a hole-in-one occurs without the verifiable presence of a witness as stated above, USA GM shall have no obligation to pay the prize value, or any portion thereof, to the Client.**

YARDAGE: The target hole(s) will measure from tee to flagstick, no less than the specified yardage in the Contract. Women may shoot at the target hole(s) at a distance of up to fifteen (15) yards less than the men. The hole yardage must play to the score card yardage and cannot be reduced to meet the minimum requirements. In no event may the yardage be less than stated in the Contract. **All bonus prize shots** must be taken in accordance with **contract yardage**, but no less than **135** yards for men, and **120** yards for women.

NUMBER OF SHOTS: A shot is a stroke as defined by the USGA Rules of Golf. Each category of authorized number of shots is permitted only during the stipulated round(s) of the Tournament on the date(s) specified in the Contract. **A ball hit out of bounds, and the shot replayed, does not qualify.**

Each category of shots specified in the Contract permits a variance of 5% plus or minus (+ or -), without a change in the Coverage Fee. Shot variance greater than 5% must be reported to USA GM prior to the start of the event. Coverage Fee adjustment so reported will be paid/refunded to the Client after the event. **IMPORTANT:** The prize value(s) will be prorated downwards if a hole-in-one occurs and the number of shots has been understated by more than 5%. (Prize value times number of shots covered, divided by the number of shots taken = amount reimbursed.)

MULLIGANS AND/OR PRACTICE SHOTS: **Absolutely no practice shots or mulligans are permitted on the main prize target hole(s) or secondary to enhance the tournament.** A golfer who is "rounding out" a foursome by taking an extra shot for the team is only **eligible on his or her first shot**. Each category of authorized number of shots is specifically permitted only during the exact stipulated round(s) of the named tournament on the exact date(s) listed in this contract. **Special note: If someone buys a foursome and three show up, only three shots are permitted – no exceptions.**

ELIGIBILITY: The hole-in-one must occur by an officially registered player in the specific tournament listed in the Contract, and may be shot by an officially registered competitor in a group of two or more. **Singles are not eligible.**

TARGET HOLE(S): Client may designate as many target holes as desired and the Coverage Fee will vary accordingly. **Only one predesignated hole may be used on the target green.** On nine-hole courses, a player is eligible to compete for and win a prize only the first time he or she plays the hole. No claim can be made under this agreement, unless the hole-in-one is achieved during the scheduled tournament on the date(s), hole number(s), yardage(s) and prize value(s) specified in the Contract. Bonus prizes are subject to availability and are subject to change.

C. IN THE EVENT OF A HOLE-IN-ONE

CLAIM NOTIFICATION OF BONUS PRIZES: Fax or mail to USA GM the name(s), address(es), and telephone number(s) of the winner(s), the official witnesses, a playing partner, the club pro. In addition to the aforementioned information, we will also require the original (or clear photocopy) of both sides of the winner's scorecard and the original tournament pairing sheet.

PROOF OF CLAIM – The following documentation must be provided to USA GM no later than 15 days after the tournament as proof of hole-in-one claim:

- a) Attested statements by the appointed observer(s), the successful competitor, and all playing partners.
- b) A signed and completed scorecard of the competitor.
- c) Certified copy of Tournament Roster Sheet by golf course professional or Tournament Director supervising the tournament.
- d) Proof of claim must be submitted no later than 15 days after the tournament date, otherwise the claim is deemed void.

The claim process begins upon receipt of all required documents. Claims are generally processed in 30 business days.

INVESTIGATION: Upon receipt of the proof of claim, USA GM reserves the right to conduct a reasonable investigation, including, but not limited to, requiring the winner, witness(es), club pro and playing partners to submit to a polygraphic examination prior to the Client reimbursement.

DISPUTED CLAIMS/ARBITRATION: The venue for any dispute arising out of this agreement shall be San Diego County, California, in accordance with the rules of the American Arbitration Association. USA GM acts specifically on behalf of the Sponsor named on this contract and specifically not as an agent of any competitor in any tournament or event in which USA GM provides coverage.

This agreement shall be interpreted and construed in accordance with the laws of the State of California. Sponsor specifically waives the right to trial at any venue other than San Diego County, California, even if Sponsor's state law can claim jurisdiction in the event of a dispute with USA GM. The Client agrees to pay USA GM and its underwriters reasonable attorneys' fees and expenses associated with any arbitration or litigation. The rights and obligations of the parties to the certificate are exclusive to the contracting parties. The parties do not intend to create any third-party beneficiary rights for any particular contestant(s) in the promotional event to which the agreement applies.

D. PRIZES

PRIZES: USA GM is responsible for the prizes only on the specified day(s) of the tournament. USA GM reserves the right to substitute the hole-in-one prizes with prizes of equal or greater value. Prizes must be accepted as awarded with no cash substitution, and must be claimed within 90 days.

PRIZE SELECTION: In the event of a hole in one, the winner will pick one prize from the displayed prizes on the winning hole – There may be up to 4 (four) prizes displayed however there is only 1 (one) prize choice for a win.

E. CHANGES/CANCELLATION:

Any variation to the specified tournament data, postponement or cancellation due to weather conditions requires notification to USA H-N-1 **prior to the start of** tournament. Telephone messages are recorded 24 hours a day, 7 days a week at the numbers listed on this Application. Fax and email transmissions are also acceptable. If no shots are taken at the target hole(s) and the event is cancelled due to inclement weather preventing play, a full refund of the coverage will be made, minus the cost of signs and shipping. Otherwise, the agreement will be amended in writing by USA GM to a rescheduled date without additional charge. ***Any cancellation or rescheduling of the event requires immediate telephone notice by Client to USA H-N-1 no later than the first business day after the event.*** All changes or cancellations of the event are required in writing via fax (619-440-8426), or email win@USAGolfMasters.com

F. PROMOTIONAL USES:

The names and likeness of Sponsor and winner may be used by Sponsor and/or USA GM for promotional purposes without further compensation to the Sponsor or winning contestant.

G. EXCLUSIONS:

USA GM will not pay for prize indemnification resulting directly or indirectly from: (1) any contravention of the contest rules or regulations or any other condition or warranty of the agreement by any contest participant making a claim for a prize; (2) Client's errors or omissions.

H. COVERAGE:

This agreement is covered through USA Golf Masters.

Dated _____.

Tournament Director

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