

ATTENTION EVENT ORGANIZER OR RESPONSIBLE PARTY:

Please read the Terms & Conditions on the following pages as they relate to the Specific Contest(s) you purchased.

ON THE GREEN TOURNAMENT SHOP PRIZE GUARANTEE TERMS AND CONDITIONS - EFFECTIVE 01/01/2022

TERMS & CONDITIONS ON THIS PAGE 1/2 COVER ALL HOLE IN ONE CONTESTS INCLUDING STANDARD HOLE IN ONE PRIZE PACKAGES, MILLION DOLLAR SINGLE-SHOT CONTESTS & FOUR-SHOT SHOOTOUT CONTESTS WITH PRO PACK, \$50,000, \$100,000 OR \$1,000,000 PRIZE.

ON THE GREEN TOURNAMENT SHOP ("OGTS") hereby agrees to reimburse the certificate holder for whose exclusive benefit this agreement is made, up to specified maximum prize value if a Hole in One (as defined by the USGA Rules of Golf) occurs on the date(s) and target hole(s) as specified on the certificate of participation provided on page one (1/2) of this agreement. OGTS's payment obligation is based upon the certificate holder's strict compliance with the accepted terms and conditions provided below. The certificate of participation, as provided by OGTS, together with the following terms and conditions are referred herein as the "Agreement".

CERTIFICATE TERMS AND CONDITIONS

1. BEFORE TOURNAMENT

A. SUBMISSION: Fully submit accurate course information and player count to OGTS prior to the event start time. OGTS shall have no payment obligation in the event the submission is made after the golf event's play has begun.

B. CONFIRMATION: Confirmation of coverage will be returned prior to the event start time. OGTS will make available written confirmation based solely upon the submitted information. Confirmation will include the Certificate of Participation and OGTS Terms and Conditions. The confirmation and terms and conditions supersede all prior agreements or representations, whether written or oral, and contain the full agreement/acceptance of both parties. These documents will be delivered via e-mail communication prior to event date.

2. DURING TOURNAMENT

A. WITNESS REQUIREMENTS: Certificate holder must guarantee the presence of witnesses based on the prize value as follows:

- All prizes, including "ProPack," must be witnessed by at least 2 (two) other registered participants playing in the group of the registered participant making the attempt.
- **The designated hole with any of the following prizes: \$10,000 CASH, Harley Davidson, \$15,000 CASH, 2-Year Vehicle Lease, Ford Mustang, African Safari or any modified package with a prize value of \$10,001 to \$49,999** must be witnessed by at least two (2) of the other registered participants playing in the group of the registered participant making the attempt, and one official third party witness positioned at the green or tee box of the designated hole.
- **Four-Shot Shootout values of \$50,000 or \$100,000** must be witnessed by at least two (2) of the other registered participants playing in the group of the registered participant making the attempt and at least two (2) official third-party witnesses. One third party witness must be positioned at the green of the designated hole, and one third party witness must be positioned at the tee box of the designated hole. One of the two third party witnesses must be a PGA certified professional or assistant professional at the course where the event is taking place.
- **Million Dollar Single-Shot or any prize valued at more than \$100,000** must be videotaped in full with such video providing a continuous, unedited video of each registered player's initial shot from behind the green, clearly showing the participant in the distance and the ball landing on the surface and coming to rest in the designated hole. Attempt must be witnessed by at least two (2) of the other registered participants playing in the group of the registered participant making the attempt and at least two (2) official third-party witnesses. One third party witness must be positioned at the green of the designated hole, and one third party witness must be positioned at tee box of the designated hole. One of the two third party witnesses must be a PGA certified professional or assistant professional at the course where the event is taking place.
- **Please Note:** An official third-party witness is any individual, age 18 or older, not participating in the actual golf event. A PGA certified Golf Professional is any individual currently certified by the PGA, and not participating in the actual golf event.

B. YARDAGE: Yardage can be no less than 150 for contests with prize values less than \$49,999. For prize values of \$50,000 or more, the minimum yardage is 165. From the point on the teeing area which the shot is initiated, to the flagstick, the target hole must measure no less than the stated yardage on the certificate of participation. Women may shoot from a yardage of up to 15 yards less than the stated distance on the certificate of participation, but never less than 135 yards. If the actual yardage is less than the yardage stated on the certificate of participation, OGTS shall have no payment obligation to the certificate holder.

C. ATTEMPTS: Actual number of attempts cannot exceed the number of contestants stated on the certificate of participation. An attempt is defined as a "stroke" by the USGA Rules of Golf taken by an officially pre-registered and pre-qualified event contestant. Only one attempt per contestant per target hole is permitted. On a nine (9) hole course, contestants are only eligible to win the prize the first time the contestant plays the target hole. Practice shots, mulligans or substituted shots for other contestants are not permitted. Each authorized number of shots (AM=Amateur, CP= Club Pro) is permitted only during the event date and time stipulated on the certificate of participation. A Club Professional (CP) is defined as any individual who is or has been a PGA Professional or otherwise teaches or has taught the game of golf for remuneration in the past five (5) years and does not regularly compete on a recognized professional golf tour. A Tour Professional is any individual who has, at any time, regularly competed on a recognized professional golf tour. Tour Professionals are exempt from this prize guarantee.

D. TARGET GREEN, EQUIPMENT: The target hole and the target hole's green must meet all standards set forth by the USGA Rules of Golf. No target green or hole may be specifically altered or prepared from its typical condition, nor shall the cup be positioned on a green as to facilitate a hole in one. All equipment must conform to USGA specifications.

2. AFTER TOURNAMENT

A. CLAIM NOTICE: The certificate holder must report the occurrence of a hole in one to OGTS within two (2) business days following the golf event or the claim will be declined without exception. Approved methods of notice include e-mail to info@golfdigestplanner.com, and/or fax to 888-476-3778. Notice must include the following information to meet reporting requirements: certificate number, tournament name, tournament date, hole number, prize, and name of winning contestant. OGTS will provide an official incident report when claim notice is received. This incident report must be completed in full and returned to initiate the claims process.

B. CLAIM INFORMATION: The certificate holder is responsible for the timely collection of all supporting claim documents. The following documentation must be provided to OGTS with each/every hole in one claim within ten (10) business days of the golf event or the claim will be declined without exception. Affidavits will be provided by OGTS when claim notice is received.

- Official OGTS affidavits by the winner and target hole witnesses (per 2-A above).
- Original and officially signed, completed, and attested scorecard of the winner.
- Original event pairings sheet from the golf course or event organizer clearly documenting the number of contestants, their names and status (amateur or club pro).
- Signed letter from the participating golf course club professional on golf course letterhead indicating the details of the hole in one.

C. CLAIM INVESTIGATION: OGTS will conduct an investigation to verify each hole in one claim. Upon receipt of the documentation specified in 3-B above, OGTS shall conduct a reasonable investigation of the facts surrounding the hole in one claim. OGTS reserves the right to require the certificate holder to produce the winner and any witnesses for polygraphist examination as a condition to payment of the claim if in the sole opinion of OGTS such an examination is warranted by the facts.

D. AWARDING OF PRIZE: Prize(s) should not be awarded until the investigation process is complete and confirmed 'approved' in writing by OGTS. Any certificate holder that awards the prize before the investigation process is complete and confirmed 'approved' in writing by OGTS will do so at their own risk.

E. DISPUTE: In the event of a claim dispute, each party agrees to the following claim settlement process. The certificate shall be interpreted under laws of the state of Ohio. Any dispute between the client and OGTS, or its underwriters shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be in Hamilton County, Ohio. If for any reason there is litigation between the client and OGTS or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Hamilton County, Ohio. The client agrees to pay OGTS, and its underwriter's reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event that OGTS or its underwriters successfully prosecute and/or defend any such arbitration or litigation. The rights and obligations of the parties to the certificate and terms and conditions 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 contest to which the certificate of participation and terms and conditions applies.

3. VARIABLE TOURNAMENT CONDITIONS

A. TOURNAMENT CHANGES: Any change or revision to the number of shots, target hole yardage, event dates, event time, prize value, etc. require notification to OGTS at least one (1) business day prior to the start of the event. After normal business hours, changes are required in writing via FAX to 888-476-3778.

B. PLAYER VARIANCE: A player count variance of 5% is permitted only for standard hole in one prize packages as follows: Any variance greater than 5% must be reported prior to the start of the golf event. If the number of attempts exceeds the number of contestants by more than 5%, OGTS shall have no payment obligation to the certificate holder. No refund for reduction in player count will be provided unless notification is made prior to the start of the event. There is no player variance allowed for single-shot or four-shot contests.

C. EVENT CANCELLATION: Any event cancellation or reschedule request must be reported within one (1) business day of scheduled event date. Only if no shots were taken will a complete refund or reschedule request be provided to the certificate holder. No refunds or reschedule requests will be provided in the event that any shots were taken.

The certificate holder, by accepting this document, acknowledges and agrees to be bound by the terms and conditions as set forth herein and agrees to indemnify and hold ON THE GREEN TOURNAMENT SHOP and all affiliated persons and entities, harmless from any liability, cost or expense arising from any claims by certificate holder or event contestants for any prize associated with a hole in one contest that has not occurred in strict accordance with the above terms and conditions.

**TERMS & CONDITIONS ON THIS PAGE 2/2 APPLY ONLY TO THE \$5,000 CASH PUTTING CONTEST
AND ARE NOT REQUIRED FOR THE CARNIVAL CRUISE OR OTHER 'GUARANTEED WINNER' PRIZES**

ON THE GREEN TOURNAMENT SHOP ("OGTS") hereby agrees to reimburse the certificate holder for whose exclusive benefit this agreement is made, up to specified maximum prize value if a successful golf putt (as defined by the USGA Rules of Golf) occurs on the date(s), at the contest location(s), per the contest yardage as specified on the certificate of participation provided prior to event date. OGTS's payment obligation is based upon the certificate holder's strict compliance with the accepted terms and conditions provided below. The certificate of participation, as provided by OGTS, together with the following terms and conditions are referred herein as the "Agreement".

CERTIFICATE TERMS AND CONDITIONS

1. BEFORE EVENT

- A. SUBMISSION:** Fully submit accurate course information to OGTS prior to the event start time. OGTS shall have no payment obligation in the event the submission is made after the contest's play has begun.
- B. PAYMENT:** Payment must be received in full to OGTS on or before the due date specified by OGTS.
- C. CONFIRMATION:** Confirmation of prize guarantee will be returned prior to the event start time. OGTS will make available written confirmation based solely upon the submitted information. Confirmation will include the Certificate of Participation and OGTS Terms & Conditions. The confirmation and terms and conditions supersede all prior agreements or representations, whether written or oral, and contain the full agreement/acceptance of both parties. These documents will be delivered via e-mail communication prior to event date.

2. DURING EVENT

- A. WITNESS REQUIREMENTS:** Prize amounts up to \$5,000 must be witnessed by one (1) third party witness. Prize amounts of \$5,001 to \$10,000 must be witnessed by two (2) third party witnesses. Certificate holder is responsible for providing third party witness(es). An official third-party witness is any individual, age 18 or older, not registered to participate in the putting contest.
- B. ATTEMPTS:** Actual number of attempts cannot exceed the number of attempts stated on the certificate of participation and can never be more than one (1).
- C. PARTICIPANT ELIGIBILITY:** The registered participant that is chosen to take the putt must be of amateur (AM=Amateur) status only. Club Professionals and Touring Professionals (as defined by the USGA) are not eligible to participate in the putting contest. A Club Professional (CP) is defined as any individual who is or has been a PGA Professional or otherwise teaches or has taught the game of golf for remuneration in the past five (5) years and does not regularly compete on a recognized professional golf tour. A Tour Professional is any individual who has, at any time, regularly competed on a recognized professional golf tour.
- D. CONTEST DETAIL:** A putt is defined as a "stroke" by the USGA Rules of Golf. Once a putt passes the target hole, it becomes ineligible. Only one putt per contest is allowed for the specified distance. No practice putts, mulligans or substituted putts for other players are permitted.
- E. VIDEO TAPE:** All putting contests, regardless of the prize value, must be videotaped in full without exception. The videotape must be unedited and include the following: the actual measurement of the putt distance, the ball placement, the ball being struck by the contestant, the path of the ball and the final resting place of the ball. The videotape must be conclusive in order for the prize to be awarded.
- F. DISTANCE:** The distance of the ball placement must be at least the distance stated on the certificate of participation and must be measured from the center of the cup. If the actual distance is less than the distance stated on the certificate of participation, OGTS shall have no payment obligation to the certificate holder.
- G. EQUIPMENT:** All equipment used by putting contest participants must conform to USGA specifications.
- H. CUP:** A regulation USGA four and one quarter inch (4.25") cup must be used. The cup may not be placed in a concave of the green or have any side rails.
- I. PUTTING SURFACE:** Contest must take place on a natural surface located on a USGA certified facility, unless approved by OGTS and its underwriters prior to the putting contest. If the contest is taking place on an artificial surface, OGTS and its underwriters must approve the surface. Approved artificial surface must be on a flat surface and sides must be taped to the ground.
- J. PRIZE RESTORATION:** There is no prize restoration associated with this contest as it is a single putt contest.

3. AFTER EVENT

- A. CLAIM NOTICE:** The certificate holder must report the occurrence of a successful putt to OGTS within two (2) business days following the putting contest or the claim will be declined without exception.
- B. CLAIM INFORMATION:** The certificate holder is responsible for the timely collection of all supporting claim documents. The following documentation must be provided to OGTS with each/every putting contest claim within ten (10) business days of the putting contest or the claim will be declined without exception. Affidavits will be provided by OGTS when claim notice is received.
 - a. Putting Claim Affidavit forms signed by the winner and witness(es) (per 2-A above).
 - b. Continuous, unedited videotape of the putting contest (per 2-E above).
- C. CLAIM INVESTIGATION:** OGTS will conduct an investigation to verify each putting contest claim. Upon receipt of the documentation specified in 3-B above, OGTS shall conduct a reasonable investigation of the facts surrounding the putting contest claim. OGTS reserves the right to require the certificate holder to produce the winner and any witnesses for polygraphist examination as a condition to payment of the claim if in the sole opinion of OGTS such an examination is warranted by the facts.
- D. AWARDING OF PRIZE:** Prize(s) should not be awarded until the investigation process is complete and confirmed 'approved' in writing by OGTS. Any certificate holder that awards the prize before the investigation process is complete and confirmed 'approved' in writing by OGTS will do so at their own risk.
- E. DISPUTE:** In the event of a claim dispute, each party agrees to the following claim settlement process. The certificate shall be interpreted under laws of the state of Ohio. Any dispute between the client and OGTS, or its underwriters shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association. The venue for such arbitration shall be in Hamilton County, Ohio. If for any reason there is litigation between the client and OGTS or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Hamilton County, Ohio. The client agrees to pay OGTS, and its underwriter's reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event that OGTS or its underwriters successfully prosecute and/or defend any such arbitration or litigation. The rights and obligations of the parties to the certificate of participation and terms and conditions 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 contest to which the certificate of participation and terms and conditions applies.

4. VARIABLE TOURNAMENT CONDITIONS

- A. TOURNAMENT CHANGES:** Any changes or revisions to the contest date, contest time, etc. requires notification to OGTS at least one (1) business day prior to the start of the contest. After normal business hours, changes are required in writing via FAX to 888-476-3778.
- B. PLAYER VARIANCE:** Player variance is not applicable. This putting contest is a single putt contest. Only one shot by one contestant is allowed.
- C. EVENT CANCELLATION:** Any event cancellation or reschedule request must be reported within one (1) business day of the scheduled contest date. Only if no putt was taken will a complete refund or reschedule request be provided to the certificate holder. No refunds will be given in the event that a putt was taken.

The certificate holder, by accepting this document, acknowledges and agrees to be bound by the terms and conditions as set forth herein and agrees to indemnify and hold ON THE GREEN TOURNAMENT SHOP and all affiliated persons and entities, harmless from any liability, cost or expense arising from any claims by certificate holder or event contestants for any prize associated with a putting contest that has not occurred in strict accordance with the above terms and conditions.