

## Dice Roll Prize Coverage

Contingent upon full compliance with these Certificate Terms and Conditions, US Hole In One Association d.b.a. US Hole In One (USHIO) hereby agrees to reimburse the Client named on the Certificate up to the specified maximum prize value if an eligible contestant successfully completes the said Promotion on the date(s) and at the location specified. The rights and obligations of the parties to the Certificate are exclusive to the contracting parties, may not be assigned, transferred, or delegated, and are not intended to create any third-party beneficiary rights for any contestant in the promotion.

### CERTIFICATE TERMS AND CONDITIONS

**PAYMENT:** A valid and collectible Certificate Fee is the basis for issuing a Certificate of Participation. USHIO is not obligated to reimburse its members for any prize absent a completed application and timely payment. A fully completed application along with valid payment must be submitted to USHIO prior to the start of the contest. **Note: Insurance agents act exclusively on behalf of the applicant, not USHIO.**

**CONFIRMATION OF TERMS:** Upon acceptance of your application, USHIO will mail, fax or email written confirmation of your participation in our dice roll contest coverage program (Certificate of Participation) based upon the submitted application and payment. The Certificate of Participation 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 approved by USHIO. The Names and likenesses of the association member, winning contestant may be used by USHIO without further compensation to the association member, winner or sponsor.

- USHIO is not a party to, or involved in, the conduct or implementation of the Promotion. **Client agrees to protect, indemnify and hold harmless USHIO from any and all claims made due to the conduct or implementation of the Promotion, which in any way is inconsistent with the terms and conditions of this Certificate or is contrary to any state statutes or regulations. This indemnification provision includes all reasonable attorneys' fees as well as the amount of settlement or judgment that arises out of any claim.** This Certificate contains no provisions for prize fulfillment which may arise from any causes other than for reimbursement of the specified prize value.
- All copyright, trademark and other property rights currently owned by the Client or USHIO shall remain the property of said owner with each party to the certificate giving due respect and notice to such ownership, and each party to the certificate retaining all legal rights and enforcement powers inherent in the ownership of said intellectual property.
- The aggregate liability of USHIO shall be limited to the sums payable under the terms contained herein.
- This Certificate, including exhibits and attachments, represent the entire final agreement between the Client and USHIO and supersedes any prior agreements either oral or written. Any modifications hereto must be in writing and signed by both parties.
- Promotion contestant(s) must be selected as follows: Random selection by the client. No one contestant may be selected to participate on more than one (1) occasion.
- The following classes of people shall be **INELIGIBLE** to participate:
  - Current or former employees, family members, agents, successors or assignees of the Client or any promotional agency involved with this promotion
- Contestant(s) shall not be permitted any practice, warm up, or qualifying rolls/throws, at any time after his/her notification of participation in the promotion until the actual prize roll/throw.**
- USHIO will provide Client with four (4) customized dice as follows:

	Die #1	Die #2	Die #3	Die #4
Side 1	C	A	\$	H
Side 2	Dots	Dots	Dots	Dots
Side 3	Dots	Dots	Dots	Dots
Side 4	Dots	Dots	Dots	Dots
Side 5	Dots	Dots	Dots	Dots
Side 6	Dots	Dots	Dots	Dots

- Two Client representatives or officials shall serve as witnesses and shall supervise the event. The Client representatives are responsible for the contestants understanding of the terms and conditions of this promotion.
- The total number of contestant(s) must not exceed: Four (4) on Contest Date.
- In order to qualify for prize reimbursement, promotion contestants must thoroughly shake the dice before rolling then successfully roll/throw, **from within a nontransparent dice cup**, all of the dice at once onto a smooth playing surface with the **skyward side** coming to rest as follows:

Die #1	Die #2	Die #3	Die #4
C	A	\$	H

- Each die must come to rest a minimum of three (3) feet from where the roll throw was initiated and make a minimum of two (2) complete rotations while in the air.
- Any die that is stacked or leaning in any fashion will void the roll/throw and the contestant will be allowed a replacement roll/throw of **all** of the dice.
- USHIO will cover a maximum of one (1) prize only. If there is more than one valid winner, it will be at the Client's discretion as to how to award the prize.
- Important: Client/Member Must Videotape The Entire Promotion Activity and Must Maintain a Sign-up Form Listing All Contestants.** It is imperative that the individual operating the video camera shows the contestant's body position in relationship to the various demarcation lines as well as the dice coming to rest each roll. Client should assure that the video camera is properly functioning; failure to conform to this requirement can cause a claim to be denied.
- Client agrees that any tampering with the dice will be a violation of this certificate and shall cause any claims to be denied. Client understands that USHIO will take whatever legal action necessary to protect its interest in said promotion.
- Claims notification: Immediate notice of the claim **should be done by clicking "Submit A Claim" within the manage policy section** by the association member to USHIO and required no later than the first business day after the event.
- Proof of Claim: The following documentation will be furnished to USHIO as proof of a prize claim (USHIO will furnish forms): All dice used in the promotion; Affidavits of the two Promotion Officials; Affidavit of the Winner; Affidavit of the Video Operator along with the Raw, Unedited Videotape of the entire promotional activity.
- Investigation: Upon receipt of Proof of Claim, USHIO may conduct a reasonable investigation, including but not limited to requiring the Client to produce the Video Camera Operator, the Winner, and/or the Promotion Officials for polygraphic examination as a condition to payment of the claim if, in the sole opinion of USHIO, such an examination is warranted by the facts.
- Choice of Law, Disputed Claims, Venue, and Attorney's Fees: Any and all disputes between the Client and USHIO or its underwriters shall be governed by the laws of the State of Pennsylvania, without regard to its conflict of laws, and submitted to binding arbitration in accordance with the rules of the American Arbitration Association and pursuant to the provisions of the Pennsylvania Uniform Arbitration Act. The venue for such arbitration shall be in Montgomery County, Pennsylvania.** The Client agrees to pay all expenses associated with any such Arbitration. In the event USHIO or its underwriters prevails at Arbitration, Client agrees to pay USHIO and its underwriters' all reasonable attorney's fees. Client acknowledges responsibility to make contestant(s) aware of the requirement.
- Any changes in specific promotion rules or data, such as promotion dates, location, number of contestants, prize values, etc. must be submitted to USHIO one business day prior to the start of the event.** All changes are required to be made via "Make A Change" within the manage policy section. Any certificate fee adjustments will be billed to the Client after the event.
- If the promotion is cancelled due to a force majeure or for any other reason, which prevents the conducting of the event, assuming no attempts to win the prize were initiated, a full refund will be made less a cancellation fee of \$40.00. USHIO must be notified of any such event cancellation within one business day after the scheduled event date.