Hole In One 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 association member named on the Certificate up to the specified prize value if a hole in one (as defined by the USGA Rules of Golf) occurs during the hole in one contest and in accordance with the hole information specified on the Certificate. 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 hole in one contest.

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 hole in one prize 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, acing golfer (winner), and hole sponsor, if any, may be used by USHIO without further compensation to the association member, winner or sponsor.

WITNESSES: All official third parties of a hole-in-one must be non-participants and age 18 or older and appointed by sponsor or responsible tournament official as follows: All prize values must be witnessed by at least two (2) of the other registered participants playing in the group of the registered participant making the attempt. Prize values of $2,000 to $59,999 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. The official third party witness must view each registered participants initial shot as well as the full and complete path of the ball until it comes to a stop. Prize values of $60,000 to $150,000 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 two official third party witnesses, one of whom is positioned at the tee box and one of whom is positioned at the green of the designated hole. The official third party witnesses must view each registered participant's initial shot as well as the full and complete path of the ball until it comes to a stop. Prize values of $150,001 to $1,000,000: Same as $60,000 - $150,000 requirement, but one of the two official third party witnesses must be a PGA-certified professional or assistant professional at the course where the event is taking place or one must be a law enforcement officer. Further, all attempts for prize amounts $150,001-$1,000,000 must be videotaped in full with such video providing a continuous, unedited video record of each registered participant'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 within the hole. A video is also required, in addition to the witness requirements for all agreements in which both: the number of contestants is 24 or less AND the Prize Value is $25,000 or greater. All liability for the safety of the witnesses is borne by the association member and not USHIO. **If a hole in one occurs without the verifiable presence of witnesses (and video if applicable) as specified above, USHIO shall have no obligation to pay the prize value, or any portion thereof, to the association member.**

YARDAGE: The Target Hole(s) will measure from Tee to Flagstick, no less than the specified yardage on the Certificate. Women may shoot at the Target Hole(s) at a distance of up to fifteen (15) yards less than the men. In no event may the yardage for the Grand Prize Hole be less than 150 yards for men/135 yards for women. All bonus Prize Shots must be taken from a minimum of 130 yards for men and 115 yards for women. **USHIO is not obligated to reimburse its members for a prize, or any portion thereof, if the actual yardage of a hole in one is less than the yardage specified on the Certificate.**

NUMBER OF PLAYERS/SHOTS: In order to have a valid agreement, the number of players (Amateurs and Pros) taking a "shot" at the prize must be accurately stated. A "shot" is defined as a stroke by the USGA Rules of Golf taken by an officially registered player in the specific Tournament listed in the Certificate. If any past or present Professional golfer is eligible to win any hole in one prize, that individual must be counted as a Professional player in the contest. **Only one shot per player per target hole is permitted.** No practice shots or mulligans, or substitute shots for other players are permitted on the Target Hole(s). Each category of authorized number of players (shots) is permitted only during the stipulated round(s) of the Tournament on the Date(s) specified in the Certificate. Each category of players specified on the Certificate permits a variance of 5% plus or minus, without a change in the Certificate fee. Shot variance greater than 5% must be reported to USHIO prior to the start of the event. Certificate fee adjustment so reported will be paid/refunded to the association member after the event. The Prize Values 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.)

PRIZE RESTORATION: Unless otherwise specified, the Prize Value is automatically restored to its original value for each and every hole in one. The Prize Value does not restore for Prize Values of $100,001 or greater.

TARGET HOLE(S): The association member may designate as many Target Holes as desired and the Certificate fee will vary accordingly. Only one predesignated hole (cup) 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#(s), Yardage(s) and Prize Value(s) specified in the Certificate.** USHIO will provide bonus hole in one prizes for additional par 3 holes during tournament events only. The standard bonus prizes include a Vertical Charcoal Smoker, a Bushnell Rangefinder & Garmin GPS Golf Watch, and a UHD Smart TV. The premium bonus prizes include a Next-Gen Gaming Console (PS5 or Xbox Series X), a Patio Set & Fire Pit, and a Scotty Cameron Putter & Two (2) Titleist Vokey Wedges. Bonus prizes are subject to availability and are subject to change.

CLAIM 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 association member will furnish USHIO with the following within 30 days of the contest date:

- Attested statements by the target hole witnesses, the winner, the contest director/chairman, and all playing partners (forms will furnished by USHIO).
- Original and official scorecard of the winner signed by the winner and playing partners (tournament formats only).
- Original pairing sheet documenting the name, telephone numbers (if requested by USHIO) and amateur or professional status of all pre-registered contestants.
- If applicable, a continuous, unedited videotape shot from behind the green of all shots to win the prize.

INVESTIGATION: Upon receipt of the proof of Claim, USHIO reserves the right to conduct a reasonable investigation, including but not limited to requiring the association member to produce the winner and witnesses for a polygraph exam as a condition to reimbursement of the prize if in the sole opinion of USHIO such an exam is warranted by the facts.

DISPUTED CLAIMS: The USHIO member indicated on the Certificate of Participation agrees that any and all disputes between the association member 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 Delaware County, Pennsylvania. If for any reason there is litigation between the association member and USHIO or its underwriters, the exclusive jurisdiction and venue for such litigation is a state district court in Delaware County, Pennsylvania. The association member agrees to pay USHIO and its underwriters' reasonable attorney's fees and expenses associated with any such arbitration or litigation in the event USHIO or its underwriters successfully prosecute and/or defend any such arbitration or litigation. Association member also agrees to protect, indemnify and hold harmless USHIO from any and all claims made due to the conduct or implementation of the hole in one contest, which is in any way inconsistent with the Certificate and/or Terms and Conditions.

CHANGES/CANCELLATION: Any changes in the hole number, hole distance, number of shots, prize value, etc., must be made by the association member to USHIO prior to the start of the event and should be done by clicking "Make a Change" within the manage policy section. Any cancellation or rescheduling of the event is required to be made by the association member to USHIO no later than the first business day after the event. If no shots are taken at the Target Hole(s) and the event is cancelled due to inclement weather or for any other reason preventing play, a full refund of the Certificate fee will be made minus a $40 cancellation fee per target hole. Otherwise, the Certificate will be amended in writing by USHIO to a rescheduled date without additional charge. **Notice for all changes or cancellations of the event must be submitted to USHIO via "Make A Change" within the manage policy section. If a hole in one occurs and any changes in coverage have not been received prior to the original contest date, USHIO shall have no obligation to pay the prize value, or any portion thereof, to the association member.**

EXCLUSIONS: USHIO will not reimburse its association members for a prize resulting directly or indirectly from: 1) any contravention of the contest rules and regulations or any other condition or warranty of the agreement by any contest participant making a claim for a prize; 2) association members errors or omissions. A Certificate of Participation will be issued in reliance upon the information contained in the application and will include the above Terms and Conditions. USHIO maintains an insurance policy through Lloyd's of London, hereinafter referred to as a Master Policy, which provides USHIO with indemnification benefits, subject to a deductible applicable to each and every enrolled event. This disclosure is provided as a matter of information only and confers no rights upon a holder of a Certificate of Participation. This provision does not amend, extend or alter the coverage afforded by the Master Policy.